

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

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Chief Deputy



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Fifth District

February 17, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT TO  
WETIP, INCORPORATED TO PROVIDE  
ANONYMOUS WELFARE FRAUD REFERRALS AND REWARD SERVICES  
(ALL SUPERVISORIAL DISTRICTS AFFECTED - 3 VOTES)**

**SUBJECT**

Approve and instruct the Chair to sign the attached contract with WeTip, Inc. for Anonymous Welfare Fraud Reporting and Reward Services.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign the attached contract with WeTip, Incorporated, effective the day after Board approval or March 22, 2009, whichever is later, to provide a Welfare Fraud Reporting and Informant Reward Program. This contract is for a three year term. The three year maximum contract amount of \$201,876.00 is mainly funded by federal and state revenue. There is no additional net County cost (NCC) once the County has met the CalWORKs Maintenance of Effort (MOE) requirement. There is a minimal NCC that results from costs associated with other programs, such as General Relief, which is included in the Department's Fiscal Year (FY) 2008-09 adopted budget. The estimated cost for FY 2008-09 is \$22,111.75 and is included in the Department's Adopted Budget for FY 2008-09. Funding for future years will be included in the Department's budget requests.

2. Delegate authority to the Director of the Department of Public Social Services (DPSS), to prepare and sign amendments to this contract for any increases of no more than 10 percent of the contract amount when the change is necessitated by additional and necessary services that are required in order for the Contractor to comply with changes in Federal, State or County requirements.

The approval of County Counsel and the Chief Executive Office (CEO) will be obtained prior to executing such amendment, and the Director of DPSS will notify the CEO in writing within ten business days after execution.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The current contract with WeTip, Inc. provides a 24-hour per day, seven-day a week, toll-free telephone line for the public to anonymously report suspected welfare fraud crimes. WeTip, Inc. provides trained multilingual operators experienced in questioning callers to elicit sufficient details of reported instances of suspected welfare fraud crimes in order to report this information to DPSS and provides trained staff to anonymously distribute rewards as approved by DPSS.

In December 1987, your Board approved Supervisor Antonovich's motion for a pilot project with WeTip, Inc., a private nonprofit enterprise, to provide a Welfare Fraud Reporting and Informant Reward Program.

In March 1988, your Board approved a two-year contract with WeTip, Inc. to implement this program. The program was found to be highly effective in helping to identify and reduce welfare fraud. Three year contracts with WeTip, Inc. were approved in March 1990 and March 1993. In 1996, a one-year contract with WeTip, Inc. was approved. Three-year contracts with WeTip, Inc. were approved in 1997, 2000, 2003, and 2006. The current contract expires on March 21, 2009.

Between March 1988 and December 2008, Welfare Fraud Prevention & Investigations section completed investigations on 22,198 WeTip cases. As a result, \$16,495,500 in fraud overpayments were attributed to referrals made to WeTip.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

These recommendations are consistent with the principles of the Countywide Goal # 1: Service Excellence. The CEO Strategic Plan promotes the effective delivery of services within the County, by implementing strategies related to strategic management, fiscal responsibility, strategic planning, performance measurement, service integration, and best practices (CEO Strategic Goal B and C).

### **FISCAL IMPACT/FINANCING**

The maximum amount for this contract for the three-year period commencing on the day after Board approval or March 22, 2009, whichever is later, through March 21, 2012, is \$201,876.00, an increase of \$16,949.00 from the current contract budget of \$184,927.00. The increased costs are due primarily to increases in employee salary and benefits.

This Fiscal Year's portion of the contract cost (from March 22, 2009 through June 30, 2009) is approximately \$22,111.75 and is included in the Department's FY 2008-09 adopted budget.

The contract cost for these services is claimed to CalWORKs and Food Stamps. Once the County has met the CalWORKs and Food Stamps MOE requirement, there is no additional NCC for these programs. The share of costs associated with other programs, such as General Relief, results in an estimated NCC of \$5,600 annually which is included in the FY 2008-09 adopted budgets. Funding for future years will be included in the Department's annual budget request.

In addition to the contract amount, there is a County Informant Reward fund of \$20,000 annually for both the DPSS and the Contractor's Reward Program. The reward fund is 100 percent County funded and will be absorbed in this year's Departmental budget.

### **FACTS AND PROVISIONAL/LEGAL REQUIREMENTS**

WeTip, Inc. is a non-profit organization designed to take information from and pay rewards to informants while maintaining an informant's anonymity. It has served Los Angeles County since 1972 and has provided these services to DPSS since 1988.

The contract term is for three years, commencing on the day after Board award or March 22, 2009, whichever is later, through March 21, 2012.

The contract authorizes the Director of DPSS, to approve an increase in costs up to 10 percent of the total original contract amount, if an increase is needed for additional units of service or to comply with changes in federal, State or County requirements.

The County may terminate the contract with a thirty (30) calendar day prior written notice. The contract also contains provisions that limit the County's obligation if the Board does not appropriate funding for each year of the contract.

The contracts are in compliance with all Board and Chief Executive Office requirements. The Contractor will not be asked to perform services that exceed the approved contract amount, scope of work and contract dates.

The contractor is in compliance with the Jury Service Program.

The contract is a non-Prop A contract and exempt from the Living Wage Ordinance.

The contract has been reviewed and approved as to form by County Counsel.

### **CONTRACTING PROCESS**

In October 2008, proposals were solicited through the Request for Proposal (RFP) process. Of the seven agencies that requested the RFP, only one, WeTip, Inc., the current contractor, submitted a proposal. Since no other proposals were submitted, DPSS is recommending that WeTip, Inc., be awarded this contract as the sole contractor that is willing and available to provide these services.

### **IMPACT ON CURRENT SERVICES**


The award of this contract will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

The award of this contract will assist the County in its efforts to prevent welfare fraud and help to ensure that benefit programs are not misused.

### **CONCLUSION**

The Executive Officer, Board of Supervisors, is requested to return one (1) adopted stamped Board Letter and four (4) original signed copies of the contract.

Respectfully submitted,



Philip L. Browning  
Director

PLB:mm

Attachment (1)

- c. Executive Officer, Board of Supervisors  
County Counsel  
Auditor-Controller







**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

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COUNTY OF LOS ANGELES  
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CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
WETIP, INC.  
FOR  
ANONYMOUS FRAUD REFERRALS AND REWARD SERVICES

This Contract is made and entered into this 17<sup>TH</sup> day of FEBRUARY, 2009, by and between the County of Los Angeles, hereinafter referred to as COUNTY, and WeTip, Inc., hereinafter referred to as CONTRACTOR.

**WHEREAS**, CONTRACTOR, a non-profit enterprise, is qualified to provide toll-free hot lines for the public to anonymously report suspected crimes, and is located at Post Office Box 1296, Rancho Cucamonga, CA 91729; and

**WHEREAS**, CONTRACTOR is able to staff toll-free telephone lines, 24 hours daily, seven-days a week, with trained multilingual staff experienced in questioning informants to elicit sufficient details for governmental agencies to investigate the reported instances of suspected crimes; and

**WHEREAS**, CONTRACTOR has in place an existing network of trained volunteers in Los Angeles County available to promote and publicize the welfare fraud hot line; and

**WHEREAS**, CONTRACTOR is able to provide rewards to welfare fraud informants without compromising welfare fraud informants' anonymity; and

**WHEREAS**, CONTRACTOR has been involved in and has developed expertise in delivering these services; and

**WHEREAS**, these services cannot be performed adequately by COUNTY employees and it is impossible to recruit and train such personnel to perform such services for the period of time such services are needed by COUNTY; and

**WHEREAS**, CONTRACTOR has submitted a proposal to the COUNTY for provision of such services and based upon non-competitive negotiation under Code of Federal Regulation 45, Part 74 (Administration of Grants) and California Department of Social Services regulations and policies, CONTRACTOR has been selected for recommendation award of this Contract; and

**WHEREAS**, this Contract is further authorized by California Government Code Section 26227.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

76942





**COUNTY OF LOS ANGELES  
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**1.0 APPLICABLE DOCUMENTS**

Appendixes A, B, C, D, E, F, G, H, I, J, K, L, M, and N are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Appendixes or between Appendixes, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Appendixes according to the following priority.

**Standard Exhibits:**

- 1.1 Appendix A Statement of Work
- 1.2 Appendix B Technical Exhibits
- 1.3 Appendix C Required Forms
- 1.4 Appendix D County of Los Angeles Policy on Doing Business with Small Business
- 1.5 Appendix E Compliance with County's Jury Service Program
- 1.6 Appendix F Jury Service Provisions
- 1.7 Appendix G Listing of Contractors Debarred in Los Angeles County
- 1.8 Appendix H IRS Notice 1015
- 1.9 Appendix I Safely Surrendered Baby Law
- 1.10 Appendix J California Charities Regulations
- 1.11 Appendix K Living Wage Ordinance
- 1.12 Appendix L Contractor's Obligation as a "Business Associate" (HIPAA)
- 1.13 Appendix M Transitional Job Opportunity Preference Program
- 1.14 Appendix N Complaint of Discriminatory Treatment

This Contract and the Appendixes hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.5 - Change Notices and Amendments and signed by both parties.

**2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.



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- 2.1 Board of Supervisors** - The Board of Supervisors of the County of Los Angeles.
- 2.2 Contract** - Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Appendix A.
- 2.3 CONTRACTOR** - The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.4 CONTRACTOR - Project Manager:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.5 COUNTY Contract Monitor** - Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.
- 2.6 COUNTY Contract Director** - Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the COUNTY's Contract Administrator.
- 2.7 COUNTY Contract Administrator** - Person designated by COUNTY's Contract Director to manage the operations under this Contract.
- 2.8 Day(s)** - Calendar day(s) unless otherwise specified.
- 2.9 Department of Public Social Services (DPSS)** - The COUNTY department responsible for providing social and financial services to eligible persons in Los Angeles County.
- 2.10 DPSS Manager** - DPSS employees who administer various public assistance programs at the level of Division Chief, Human Services Administrator (HSA) III (a.k.a.: District Director/GAIN Regional Administrator), HSA II, HSA I (a.k.a: Deputy District Director), Administrative Services Manager (ASM) III, II and I. This term is included in this contract wherever there is discussion about the population to be trained.
- 2.11 Director** - The Director of the Department of Public Social Services, County of Los Angeles, or authorized representative(s).



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**2.12 Fiscal Year** - The twelve (12) month period beginning July 1st and ending the following June 30th.

**2.13 Welfare Fraud Prevention & Investigations Section (WFP&I)** - The Department's section responsible for receiving all the anonymous telephone referrals with allegations of welfare fraud. WFP&I investigative staff handles the investigation of these referrals.

**2.14 Program Integrity Policy Section (PIPS)** – The Department's section responsible for monitoring this Contract.

### **3.0 WORK**

**3.1** Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Appendix A*.

**3.2** If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

### **4.0 TERM OF CONTRACT**

The term of this Contract shall be three (3) years commencing after execution by COUNTY's Board of Supervisors, or March 22, 2009, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

### **5.0 CONTRACT SUM**

#### **5.1 Maximum Contract Amount**

The maximum amount for the three (3) year term of this Contract is \$201,876. (See Appendix C: Required Forms, Attachment A – Contractor's Budget)

**5.1.1** COUNTY shall pay CONTRACTOR \$67,292.00 per year at the rate of \$5,607.67 per month, which shall be known as the Basic Monthly Charge.

**5.1.2** In addition to the amounts described in Section 5.1 and 5.1.1 herein, COUNTY shall pay to CONTRACTOR, upon presentation of an Informant Reward Invoice by Contractor, an unspecified sum not to exceed \$20,000



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per year, from a reward fund set up to pay rewards to informants who call CONTRACTOR or COUNTY.

- 5.2** The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.
- 5.3** CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS – Program Integrity Policy Section at the address provided in paragraph 5.5.5.
- 5.4 No Payment for Services Provided Following Expiration/Termination of Contract**  
CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 5.5 Invoices and Payments**
- 5.5.1** The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Appendix A - Statement of Work* and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR's payments shall be as provided in *Attachment B – Certification of Independent Price Determination*, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods,



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services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.

- 5.5.2** The CONTRACTOR's invoices shall be priced in accordance with *Attachment B - Certification of Independent Price Determination*.
- 5.5.3** The CONTRACTOR's invoices shall contain the information set forth in *Appendix A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4** The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5** All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Mary Hewitson, HSA II In-Charge  
Program Integrity Policy Section  
12000 S. Hawthorne Blvd.  
Hawthorne, CA 90250**

- 5.5.6 COUNTY Approval of Invoices** - All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Contract Administrator prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY.
- 5.5.7 Local Small Business Enterprises - Prompt Payment Program**  
Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.



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**6.0 ADMINISTRATION OF CONTRACT - COUNTY**  
**COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit 11 – COUNTY's Administration. The County shall notify the Contractor in writing of any change in the names of addresses shown.

**6.1 COUNTY's Contract Director**

Responsibilities of the COUNTY's Contract Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.5, Change Notices and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

**6.2 COUNTY's Contract Administrator**

The responsibilities of the COUNTY's Contract Administrator include:

- meeting with CONTRACTOR's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

**6.3 COUNTY's Contract Monitor**

The COUNTY's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the COUNTY's Contract Administrator.

**7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

**7.1 CONTRACTOR's Project Manager**

- 7.1.1** CONTRACTOR's Project Manager is designated in Technical Exhibit 10 - *CONTRACTOR's Administration*. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Manager.



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**7.1.2** CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Contract Administrator and Contract Monitor on a regular basis.

**7.2 Approval of CONTRACTOR's Staff**

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Project Manager.

**7.3 CONTRACTOR's Staff Identification**

**7.3.1** CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY's approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

**7.3.2** CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY Contract.

**7.3.3** If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the Contract.

**7.4 Background and Security Investigations**

**7.4.1** At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under



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this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

**7.4.2** COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

**7.4.3** COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff that do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

**7.4.4** Disqualification, if any, of CONTRACTOR staff, pursuant to this Subparagraph 7.4, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**7.5 Confidentiality**

**7.5.1** CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including without limitation, County policies concerning information technology security and the protection of confidential records and information.

**7.5.2** CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or





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subcontractors, to comply with this paragraph 7.5, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this paragraph 7.5 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

**7.5.3** CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this contract.

**7.5.4** CONTRACTOR shall sign and adhere to the provisions of the "*Contractor Acknowledgement and Confidentiality Agreement*" (Attachment D)

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

**8.1.1** The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payment s by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the Contractor may have against the COUNTY.



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**8.1.2** Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

**8.1.3** Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

**8.2 AUDIT SETTLEMENT**

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by COUNTY to the CONTRACTOR, then that the difference, at the Director's discretion, shall be either: 1) repaid upon demand by the CONTRACTOR to COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for services provided is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.



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**8.3 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

**8.4 BUDGET REDUCTIONS**

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this contract correspondingly for that fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly.

The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within (thirty) 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

**8.5 CHANGE NOTICES AND AMENDMENTS**

**8.5.1** The COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by COUNTY Project Director.

**8.5.2** For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR and by the Board of Supervisors.

**8.5.3** The COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the



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COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by DPSS Director.

**8.5.4** The Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Board of Supervisors.

**8.6 CHANGES OF ADDRESS**

Either party can designate a new address by giving written notice to the other party.

**8.7 CHILD/ELDER ABUSE/FRAUD REPORTING**

**8.7.1 CHILD ABUSE**

CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections.

Due to the serious nature of these referrals, CONTRACTOR shall immediately telefax all referrals containing an allegation of child abuse or neglect, using DCFC Fax Number (1-213-639-1964) in accordance with the PC Code Sections 11166 and 11167. On weekends and holidays, or the event of a telefax machine malfunction, CONTRACTOR shall immediately call the DCFC hotline (800) 540-4000.

**8.7.2 ELDER ABUSE**

CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse or neglect of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections.



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CONTRACTOR staff shall immediately telefax all referrals containing an allegation of elder abuse or neglect to Department of Community and Senior Services by using Fax Number (1-213-738-6485), in accordance with the WIC Sections 15630, 15633 and 15633.5. On weekends, holidays, or in the event of a telefax machine malfunction, CONTRACTOR must immediately telephone DCSS using the 877-4-R- SENIORS number.

**8.7.3** CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

**8.8 COLLECTIVE BARGAINING AGREEMENT**

To comply with California Department of Social Services Regulations, Section 23-610 (c) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining contract covering employees providing services under the Contract.

**8.9 COMPLAINTS**

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

**8.9.1** The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

**8.9.2** If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

**8.9.3** If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

**8.9.4** The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.



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**8.9.5** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

**8.9.6** Copies of all written responses shall be sent to the COUNTY's Project Manager within three (3) business days of mailing to the complainant.

**8.10 COMPLETION OF CONTRACT**

Sixty (60) calendar days prior to expiration of this Contract (or shorter time period as determined by COUNTY), CONTRACTOR shall allow COUNTY or newly selected CONTRACTOR a transition period for orientation purposes and the orderly transition of CONTRACTOR's current operation without additional costs to COUNTY. CONTRACTOR shall continue to process work timely/accurately so that the operation is current at expiration of Contract.

If CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold 50% to 100% of the last two (2) months' payments as liquidated damages.

**8.11 COMPLIANCE WITH APPLICABLE LAW**

**8.11.1** In the performance of this Contract, CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**8.11.2** CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting of professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors to comply with any such laws, rules, regulations, ordinances, or directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Paragraph



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8.11 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide County with a full and adequate defense, as determined in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by County in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or to make any admission, in any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

CONTRACTOR shall abide by section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). CONTRACTOR shall also abide by the mandatory standards and policies relating to energy efficiency in the state energy conservation plan, Title 24, California Administrative Code).

**8.12 COMPLIANCE WITH CIVIL RIGHTS AND OTHER APPLICABLE LAWS**

CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*; *Section 504* of the *Rehabilitation Act of 1973*, as amended; the *Age Discrimination Act of 1975*; the *Food Stamp Act of 1977*; the *Americans with Disabilities Act of 1990*; WIC Section 10000; California Department of Social Services *Manual of Policies and Procedures, Division 21*; and other applicable Federal and State laws, rules and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to Attachment J, CONTRACTOR's EEO Certification and Attachment K, CONTRACTOR's Nondiscrimination in Services Certification."

In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the Federal Office for Civil Rights, Department of Health and



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Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment N (herein) and as directed by DPSS.

**8.13 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

**8.13.1 Jury Service Program**

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment G and incorporated by reference into and made a part of this Contract.

**8.13.2 Written Employee Jury Service Policy**

1. Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the





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COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

**8.14 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT**

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend,



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and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

**8.15 CONFLICT OF INTEREST**

**8.15.1** No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

**8.15.2** The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY.

Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.16 CONFIDENTIALITY**

CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives guidelines, policies and procedures relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract. The CONTRACTOR shall cause each employee



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performing services covered by the Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Attachment D, hereunder. By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid is confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

**8.17 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

**8.18 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

**8.18.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

**8.18.2** In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

**8.19 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**8.19.1 Responsible CONTRACTOR**

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness,



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capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

**8.19.2 Chapter 2.202 of the County Code**

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

**8.19.3 Non-responsible CONTRACTOR**

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

**8.19.4 CONTRACTOR Hearing Board**

If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.



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The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

If a CONTRACTOR has been barred for a period longer than (5) years, that CONTRACTOR may after the debarment has been in effect for at least (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing



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Board shall conduct a hearing where evidence on the proposed reduction of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR hearing Board pursuant to the same procedures as for a debarment hearing.

The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

**8.19.5 Subcontractors of CONTRACTOR**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

**8.20 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**8.20.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

**8.20.2** As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 524(b).



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**8.21 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.22 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Attachment Q, the COUNTY seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with the California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

**8.23 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.



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**8.24 COVENANT AGAINST FEES**

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

**8.25 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

**8.25.1** CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**8.25.2** If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

**8.26 DISCLOSURE OF INFORMATION**

CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

CONTRACTOR shall develop all publicity material in a professional manner.

During the course of performance on this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the





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Director. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this contract with the County of Los Angeles, provided, however, that the requirements of this Section 8.26 shall apply.

**8.27 EMPLOYEE SAFETY**

The CONTRACTOR will assure that the CONTRACTOR's employees:

- Are covered by an effective Injury and Illness Prevention Program.
- Receive all required general and specific training on employee safety.

**8.28 EMPLOYMENT ELIGIBILITY VERIFICATION**

The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**8.29 FACSIMILE REPRESENTATIONS**

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments



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prepared pursuant to Sub-paragraph 8.5, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

**8.30 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

**8.31 FISCAL ACCOUNTABILITY**

CONTRACTOR shall adhere to strict fiscal and accounting standards and must comply with Title 20 Code of Federal Regulation (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments and the applicable Office of Managements and Budget (OMB) Circular(s), which may include but is not limited to, the Cost Principles of OMB Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for non-profit organization, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of State, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institution for Higher Education, hospitals and other Non-Profit Organization.

The COUNTY recommends the use of the accrual basis for recording financial transactions. However, CONTRACTORS may elect to use either the cash basis or accrual basis method of accounting for recording financial transitions. For a more detailed description, refer to the Auditor-Controller Handbook at [www.ladpss.org/dpss/contracts](http://www.ladpss.org/dpss/contracts).

Funds paid pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of the CONTRACTOR.



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**8.32 FORCE MAJEURE**

**8.32.1** Neither party shall be liable for such party's failure to perform its obligation under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

**8.32.2** Notwithstanding the foregoing, default by a subcontractor of CONTRACTOR constitutes a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

**8.32.3** In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

**8.33 GOVERNING LAW JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**8.34 GOVERNMENT OBSERVATIONS**

Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents



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required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

**8.35 INDEPENDENT CONTRACTOR STATUS**

**8.35.1** This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.35.2** The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

**8.35.3** The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

**8.35.4** As previously instructed in Sub-paragraph 7.5 - Confidentiality, the CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment and Confidentiality Agreement"*, Attachment D.

**8.36 INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions,



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fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

**8.37 GENERAL INSURANCE REQUIREMENTS**

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR's own expense.

**8.37.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

**Mary Hewitson, HSA II In-Charge  
Program Integrity Policy Section  
12000 S. Hawthorne Blvd.  
Hawthorne, CA 90250**

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such



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retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.37.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

**8.37.3 Failure to Maintain Coverage:** Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

**8.37.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.



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**8.37.5 Compensation for COUNTY Costs:** In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

**8.37.6 Insurance Coverage Requirements for Subcontractors:** The CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

**8.38 INSURANCE COVERAGE REQUIREMENTS**

**8.38.1 General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.38.2 Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**8.38.3 Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Worker'



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Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy limit:	\$1 million
Disease - Each employee:	\$1 million

- 8.38.4** Crime Coverage insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, naming the COUNTY as loss payee.

Employee Dishonesty:	\$10,000
Theft, Disappearance and Destruction:	\$10,000

**8.39 LIQUIDATED DAMAGES**

- 8.39.1** If, in the judgment of the Department Head, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 8.39.2** If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by the CONTRACTOR over a certain time span, the Department Head will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head may:

- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or





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- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix B, Technical Exhibit 1A*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
- (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

**8.39.3** The action noted in Sub-paragraph 8.39.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

**8.39.4** This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.39.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

**8.40 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or



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retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise.

CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

- a. Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
- b. In addition to the amount described in paragraph (a) above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
- c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

**8.41 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.



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**8.42 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.42.1** The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.42.2** The CONTRACTOR shall certify to, and comply with, the provisions of *Attachment J - Bidder's/Offeror's EEO Certification*.
- 8.42.3** The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.42.4** The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.42.5** The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.42.6** The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to



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verify compliance with the provisions of this Sub-paragraph 8.42 when so requested by the COUNTY.

**8.42.7** If the COUNTY finds that any provisions of this Sub-paragraph 8.42 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

**8.42.8** The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.43 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.44 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has acknowledged that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.45 NOTICE OF DISPUTES**

The CONTRACTOR shall bring to the attention of the COUNTY Contract Administrator and/or COUNTY Contract Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this



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Contract. If the COUNTY Contract Administrator or COUNTY Contract Director is not able to resolve the dispute, the DPSS Director, or designee shall resolve it.

**8.46 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.47 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.48 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, by depositing such envelope in the United States Post Office or substation thereof, or any public mail box. Notices to CONTRACTOR shall be addressed to the CONTRACTOR at its place of business, as stated in *Technical Exhibit 10 - Contractor's Administration*. Notices to COUNTY shall be addressed to:

**Mary Hewitson, HSA II, In-Charge  
Program Integrity Policy Section  
12000 S Hawthorne Blvd.  
Hawthorne, CA 90250**

Addresses may be changed by either party giving ten (10) days' prior written notice to the other party. The DPSS Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.



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**8.49 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

- 8.49.1** The COUNTY shall be sole owner of all rights, titles and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR's work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR's work under this Contract.
- 8.49.2** During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR's working papers prepared under this Contract. COUNTY shall have the right to inspect, copy, and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 8.49.3** Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which the CONTRACTOR considers to be proprietary or confidential, must be specifically identified by the CONTRACTOR to the COUNTY's Contract Administrator as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "PROPRIETY" or "CONFIDENTIAL" on each appropriate page of any document containing such material.
- 8.49.4** The COUNTY will use reasonable means to ensure that the CONTRACTOR's proprietary and/or confidential items are safeguarded and held in confidence. The COUNTY agrees not to reproduce, distribute or disclose to non-COUNTY entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.
- 8.49.5** Notwithstanding any other provision of this Contract, the COUNTY will not be obligated to the CONTRACTOR in any way under sub-paragraph 8.49.4 for any of the CONTRACTOR's proprietary and/or confidential items which



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are not plainly and prominently marked with restrictive legends as required by sub-paragraph 8.49.3 or for any disclosure which the COUNTY is required to make under any state or federal law or order of court.

**8.49.6** All the rights and obligations of this sub-paragraph 8.49. shall survive the expiration or termination of this Contract.

**8.50 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**8.51 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

**8.51.1** The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs, and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR's work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR's defense and settlement thereof.

**8.51.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY's continued use of the system is not materially impeded, shall either

- Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part or software product with a non-questioned item; or



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- Modify the questioned equipment, part, or software so that it is free of claims.

8.51.3 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

**8.52 PUBLIC RECORDS ACT**

8.52.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraphs 8.2 and 8.53 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "TRADE SECRET", "CONFIDENTIAL", OR "PROPRIETARY". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.52.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

**8.53 PUBLICITY**

8.53.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided





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hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Project Director. The COUNTY shall not unreasonably withhold written consent.

**8.53.2** The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.53 shall apply.

**8.54 RECORD RETENTION AND INSPECTION**

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.



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- 8.54.1** In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.54.2** Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.54 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.54.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 8.54.4** In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in the COUNTY's sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR's records (including, certain records related to non-COUNTY contracts) to enable the COUNTY to evaluate the CONTRACTOR's compliance with the COUNTY's Living Wage Program,



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that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY under this Contract, including without limitation, records relating to work performed by said employees on the CONTRACTOR'S non-COUNTY contracts. The CONTRACTOR further acknowledges that the foregoing requirement in this subparagraph relative to CONTRACTOR'S employees who have provided services to the COUNTY under this Contract is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR'S full compliance with and adherence to California labor laws and the COUNTY's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets and, other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR at a location in Los Angeles County and shall be made available to the COUNTY, State or Federal authorities during the term of this Contract and either for a period of five(5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this Contract, whichever date is later. All such material shall be maintained by the CONTRACTOR at the location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

**8.55 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

**8.56 REMOVAL OF UNSATISFACTORY PERSONNEL**

The COUNTY shall have the right, at its sole discretion to require the CONTRACTOR to remove any employee from the performance of services under this Contract for unsatisfactory performance or any other job-related cause. At the



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request of the COUNTY, the CONTRACTOR shall immediately replace said personnel.

**8.57 RULES AND REGULATIONS**

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities or off-site work locations, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

**8.58 SHRED CONFIDENTIAL DOCUMENTS**

CONTRACTOR shall ensure that all confidential document/papers, as defined under State law (including but not limited to Welfare & Institutions Code sections 10850, 17006) relating to this Contract must be shredded and not discarded in trash containers when CONTRACTOR disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

**8.59 SUBCONTRACTING**

**8.59.1** The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

**8.59.2** If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the COUNTY.

**8.59.3** The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.

**8.59.4** The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR



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has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

- 8.59.5** The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 8.59.6** The COUNTY's Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees. After approval of subcontract by the COUNTY, CONTRACTOR shall forward a fully Executed Subcontract to the COUNTY for their files.
- 8.59.7** The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.
- 8.59.8** The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

**Mary Hewitson, HSA II In-Charge  
Program Integrity Policy Section  
12000 S. Hawthorne Blvd.  
Hawthorne, CA 90250**

before any subcontractor employee may perform any work hereunder.

**8.60 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE  
WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.20 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of within notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Sub-paragraph 8.63 -



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Termination for Improper Consideration and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

**8.61 TERMINATION FOR CONVENIENCE**

**8.61.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**8.61.2** After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**8.61.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.54, Record Retention & Inspection/Audit Settlement.

**8.62 TERMINATION FOR DEFAULT**

**8.62.1** The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Project Director:

- CONTRACTOR has materially breached this Contract; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such



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longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 8.62.2** In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.62.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.62.3** Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.62.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.62.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.62.4** If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.62, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-



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paragraph 8.62, or that the default was excusable under the provisions of Sub-paragraph 8.62.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.61 - Termination for Convenience.

**8.62.5** In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-paragraph 8.62.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.62.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the DPSS Director or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise. These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change or affect the provisions of Sub-paragraph 8.36 – Indemnification.

**8.62.6** The rights and remedies of the COUNTY provided in this Sub-paragraph 8.62 – Termination For Default shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.63 TERMINATION FOR IMPROPER CONSIDERATION**

**8.63.1** The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY





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officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

**8.63.2** The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

**8.63.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**8.64 TERMINATION FOR INSOLVENCY**

**8.64.1** The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

**8.64.2** The rights and remedies of the COUNTY provided in this Sub-paragraph 8.64 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.



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**8.65 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

**8.66 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of **June 30<sup>th</sup>**, of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

**8.67 TIMELY COMPLETION**

Time is of the essence in the provision and completion of the work provided to COUNTY as stipulated in this Contract, as is the timely conveyance of reporting deliverables to COUNTY, as also stipulated in this Contract.

**8.68 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.69 VERBAL DISCUSSIONS**

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.



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**8.70 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.70 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.71 WARRANTY AGAINST CONTINGENT FEES**

**8.71.1** The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

**8.71.2** For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

**9.1.1 Living Wage Program**

This Contract is subject to the provisions of the COUNTY's ordinance entitled Living Wage Program as codified in Section 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Appendix L and incorporated by reference into and made a part of this CONTRACT.

**9.1.2 Payment of Living Wage Rates**

1. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction that the CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code), the CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the COUNTY, including, without



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limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the CONTRACT:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The CONTRACTOR will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the CONTRACTOR contributes less than \$2.20 per hour towards the provision of bonafide health care benefits, the CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this sub-paragraph, "CONTRACTOR" includes any subcontractor engaged by the CONTRACTOR to perform services for the COUNTY under the Contract. If the CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the CONTRACTOR under the laws of California, and who is providing full-time services to the CONTRACTOR, some or all of which are provided to the COUNTY under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the CONTRACTOR is required to pay a living wage when the Contract commences, the CONTRACTOR shall continue to pay a living



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wage for the entire term of the Contract, including any option period.

4. If the CONTRACTOR is not required to pay a living wage when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The CONTRACTOR shall immediately notify the COUNTY if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the CONTRACTOR no longer qualifies for an exception to the Living Wage Program. In either event, the CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the CONTRACTOR continues to qualify for an exception to the Living Wage Program. Unless the CONTRACTOR satisfies this requirement within the time frame permitted by the County, the CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the CONTRACTOR's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a COUNTY facility if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between COUNTY facilities that are subject to two different contracts between the CONTRACTOR and the COUNTY (of which both contracts are subject to the Living Wage Program). Travel time shall mean any period during which an Employee physically travels to or from, or between such COUNTY facilities if the CONTRACTOR pays



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the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time.

**9.1.3 Contractor's Submittal of Certified Monitoring Reports**

The CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of the CONTRACTOR's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring shall also state the name and identification number of the CONTRACTOR's current health care benefits plan, and the CONTRACTOR's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY (Appendix C), or other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information, the CONTRACTOR shall promptly provide such information. The CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

**9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the CONTRACTOR shall immediately inform the COUNTY of any pertinent facts known by the CONTRACTOR regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of any of the CONTRACTOR's operations in California.



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**9.1.5 County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours written notice, the COUNTY may audit, at the CONTRACTOR's place of business, any of the CONTRACTOR's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The CONTRACTOR is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

**9.1.6 Notification to Employees**

The CONTRACTOR shall place COUNTY-provided living wage posters at each of the CONTRACTOR's places of business and locations where the CONTRACTOR's Employees are working. The CONTRACTOR shall also distribute County-provided notices to each of its Employees at least once per year. The CONTRACTOR shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

**9.1.7 Enforcement and Remedies**

If the CONTRACTOR fails to comply with the requirements of this sub-paragraph, the COUNTY shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the CONTRACTOR submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment. If the CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring



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reports, the COUNTY may withhold from payment to the CONTRACTOR up to the full amount of any invoice that would otherwise be due, until the CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages in the amount of \$100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

- c. Termination. The CONTRACTOR's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the CONTRACTOR fails to pay any Employee at least the applicable





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hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding payment. If the CONTRACTOR fails to pay one or more of its Employee at least the applicable hourly living wage, the COUNTY may withhold from any payment otherwise due the CONTRACTOR the aggregate difference between the living wage amounts the CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The COUNTY may withhold said amount until the CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR'S failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR'S breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages of \$50 per day per employee for each and every instance of an underpayment to an Employee. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.
- c. Termination. The CONTRACTOR'S continued failure to pay any of its Employees the applicable hourly living wage rate may



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constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the CONTRACTOR breaches a requirement of this sub-paragraph, the COUNTY may, in its sole discretion, bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment.

**9.1.8 Use of Full-Time Employees**

The CONTRACTOR shall assign and use full-time Employees of the CONTRACTOR to provide services under the Contract unless the CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time Employees based on staffing efficiency or COUNTY requirements for the work to be performed under the Contract. It is understood and agreed that the CONTRACTOR shall not, under any circumstances, use non-full-time Employees for services provided under the Contract unless and until the COUNTY has provided written authorization for the use of same. The CONTRACTOR submitted with its proposal a full-time Employee staffing plan. If the CONTRACTOR changes its full-time Employee staffing plan, the CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

**9.1.9 Contractor Retaliation Prohibited**

The CONTRACTOR and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the COUNTY or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material



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breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

**9.1.10 Contractor Standards**

During the term of the Contract, the CONTRACTOR shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the COUNTY, the CONTRACTOR shall demonstrate to the satisfaction of the COUNTY that the CONTRACTOR is complying with this requirement.

**9.1.11 Neutrality in Labor Relations**

The CONTRACTOR shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the CONTRACTOR's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

**9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)**

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in *Appendix L* in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of *Appendix L*, CONTRACTOR's Obligations As a "*Business Associate*" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).



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**9.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

**9.3.1** This Contract is subject to the provisions of the COUNTY's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

**9.3.2** CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity Vendor.

**9.8..3** CONTRACTOR shall not willingly and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity Vendor.

**9.8.4** If CONTRACTOR has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the COUNTY any difference between the contract amount and what the COUNTY's costs would have been if the contract has been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and



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3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.



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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board Of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: WeTip, Inc.

By

Name

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

76942

ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By

Deputy



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By

Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.  
County Counsel

By

Senior Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

11 FEB 17 2009

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER



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**APPENDIX A: STATEMENT OF WORK**



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**PREAMBLE**

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.





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- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-



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focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

### Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and values statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.



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## **1.0 STATEMENT OF WORK**

### **1.1 Overview**

DPSS is seeking a Proposer with experienced, professional staff who can handle a high volume of anonymous calls, transmit to County appropriate reports of suspected welfare fraud, and has an established system of distributing anonymous rewards when authorized and funded by County without compromising the caller's identity.

The Contractor's objectives shall be to:

- 1.1.1** Provide a toll free telephone line for the public to anonymously report suspected welfare fraud crimes.
- 1.1.2** Provide trained multilingual operators experienced in questioning callers to elicit sufficient details of reported instances of suspected welfare fraud crimes.
- 1.1.3** Conduct a campaign to educate the public about welfare fraud and its cost to the public by providing public education and awareness through distribution of written material throughout Los Angeles County.

### **1.2 Scope of Work**

The Contractor shall:

- 1.2.1** Provide all required services as described in this Statement of Work and the Appendices; and adhere to all requirements imposed on Contractor by this Contract.
- 1.2.2** Provide all, except for those items listed in Subsection 1.4.2 County Furnished Items, personnel, equipment, materials, and other items or services necessary to ensure the performance of the required services.
- 1.2.3** Perform to or exceed the standards outlined in Appendix B, Technical Exhibit 1, Performance Requirements Summary and Technical Exhibit 1A, Performance Requirements Summary Chart.

### **1.3 Specific Tasks**

The Contractor shall be responsible for completing the following tasks:

#### **1.3.1 Fraud Referral Services**

##### **1.3.1.1 Telephone Calls**



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Provide a toll free telephone line to be used by the public to report suspected cases of welfare fraud occurring in Los Angeles County. This telephone line is to be adequately staffed by trained operators 24 hours a day, seven days a week.

Provide multilingual operator(s) to handle calls from callers who speak a language other than English.

Ensure operators are trained not to divulge any information to callers about a referral other than the fact that the referral was sent to the DPSS' WFP&I Section. Ensure operators are trained not to mislead callers into believing information they provide will automatically result in a reward since that decision is solely made by a County Reward Review Committee. DPSS and Contractor will work together to develop appropriate telephone protocols.

**1.3.1.2 Submission of Fraud Referral Report Forms**

Record each call individually on a Fraud Referral Report Form (see Appendix B, Technical Exhibit 2). These referrals are to be sealed in an envelope and sent to DPSS WFP&I Section **on a flow basis** (at a minimum of once per week) via U.S. Mail or by other licensed mail carriers.

Maintain permanent records showing the dates the initial information was received by Contractor and referrals sent to WFP&I.

**1.3.1.3 Abuse/Neglect Allegations**

**1.3.1.3.1 Child Abuse/Neglect Allegations**

Notify the Department of Children and Family Services' (DCFS) Child Abuse Hot Line Section on all suspected welfare fraud calls that also contain allegations of suspected child abuse or neglect.

Due to the serious nature of these referrals, Contractor must immediately telefax all referrals containing an allegation of child abuse or neglect to DCFS by using Fax Numbers 1-213-639-1964. On weekends and holidays, or in the event



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of a telefax machine malfunction, Contractor must telephone DCFS immediately by using the 1-800-540-4000 hot line number. The Contractor shall send, within 24 hours, a copy of the abuse/neglect referral to DCFS' Child Abuse Hot Line Section at:

**Department of Children and Family Services**

Child Abuse Hotline Section  
3075 Wilshire Blvd. 5<sup>th</sup> Floor  
Los Angeles, CA. 90010

**1.3.1.3. 2 Elder Abuse/Neglect Allegations**

Notify The Department of Community and Senior Services (DCSS) Elder Abuse Hotline Section on all suspected welfare fraud calls that also contain an allegation of suspected elder abuse or neglect.

Due to the serious nature of these referrals, Contractor must immediately telefax all referrals containing an allegation of elder abuse or neglect to DCSS by using Fax Number 1-213-738-6485. On weekends or holidays or in the event of a telefax machine malfunction, Contractor must immediately telephone DCSS by using the 1-800-992-1660 hot line number. The contractor shall send, within 24 hours, a copy of the abuse/neglect referral to DCSS' Elder Abuse Hot Line Section at:

**Department of Community and Senior Services**

Elder Abuse Hotline Section  
3175 W. 6<sup>th</sup> Street  
Los Angeles, CA 90020

**1.3.1.4 Other Criminal Allegations**

Notify, by sending a copy of the referral, to the appropriate investigating or regulating agency on suspected welfare fraud calls that also contain allegations pertaining to other crimes not investigated by DPSS. This shall be done in a reasonable period of time from receipt of the report.



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**1.3.1.5 Copies Distribution**

The original referral shall reflect that copies were provided as specified in 1.3.1.2, 1.3.1.3 and 1.3.1.4 above (i.e., date, time, to whom, etc.)

**1.3.2 Publicity**

Provide an ongoing media public awareness campaign to publicize the existence and purpose of the toll-free fraud telephone line for reporting suspected fraud in the programs administered by the DPSS. Including but not limited to the cash, Food Stamp and/or Child Care programs and to publicize the reward program. Print, electronic or any other form of media communication operating in Los Angeles County may be used.

**NOTE:** County is aware there is/shall be complete autonomy between DPSS' fraud hot line program and the Contractor's fraud hot line program. This autonomy shall also preclude any reference to the other's program in any and all media campaigns and literature.

**1.3.3 Reward Services**

County's Reward Review Committee will periodically meet to make determinations on the eligibility of informants to receive a maximum of \$100 reward for the fraud information reported to Contractor.

**1.3.3.1** Reward Review Committee will provide to Contractor a list of informants they have identified and authorized as eligible to receive rewards, utilizing the Reward Authorization Form (see Appendix B, Technical Exhibit 4).

**1.3.3.2** Contractor shall invoice County to pay rewards, utilizing the Reward Invoice (see Appendix B, Technical Exhibit 9). Reward monies will be taken from the Reward Fund, which shall be held by County to reward both County's and Contractor's informants.

**1.3.3.3** Upon receipt of the Reward Authorization Form and the reward funds, Contractor shall record receipt of the funds and distribute rewards to informants within ten (10) working days of receipt of funds.

**1.3.3.4** Contractor shall maintain a record of reward payments that will include the informant's identification and date payment was made.



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### **1.3.4 Reports**

- 1.3.4.1 Monthly Fraud Referral Report** (see Appendix B, Technical Exhibit 5).  
Provide monthly statistical count on the number of welfare fraud informant calls referred to DPSS during the report month, and the number who requested rewards.
- 1.3.4.2 Monthly Fraud Referral Volume Report** (see Appendix B, Technical Exhibit 7). Provide monthly listing by suspect name and date sent to DPSS, all fraud referral reports sent to DPSS during the report month.
- 1.3.4.3 Welfare Fraud Reward Program Publicity Report** (see Appendix B, Technical Exhibit 6). Provide a narrative report describing the advertising done during the report month.
- 1.3.4.4 Telephone Line Certification**  
Provide a copy of monthly telephone bill to certify that the toll-free fraud reporting line was in operation as required in Section 1.3.1 above.
- 1.3.4.5 Due Dates for Required Reports**  
All reports described in 1.3.4.1 through 1.3.4.4 above shall be due by the 10<sup>th</sup> calendar day after the end of the month in which services were provided. Reports will be with and attached to Contractor's Basic Monthly Charge Invoice (see Appendix B, Technical Exhibit 8).
- 1.3.4.6 Revisions to Required Reports**  
DPSS may provide Contractor with formats for any of the above required reports should any be revised subsequent to implementation of this contract. Statistical information necessary to complete the reports may be revised by DPSS at any time.

## **1.4 Responsibilities**

The following identifies the responsibilities of the County and the Contractor personnel.

### **1.4.1 County Personnel**

The County will designate one (1) person who will act as the County Contract Director (CCD) for the County on all policy, procedures, requirements,



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performance and information pertaining to the Contract. Specifically, the CCD or alternate shall:

- a. Have full authority to monitor the Contractor's performance in the daily operation of this Contract.
- b. Provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- c. Negotiate with the Contractor on changes in service requirements pursuant to Sample Contract Section 8, Standard Terms and Conditions, Change Notices and Amendments, Subparagraph 8.6
- d. Not be authorized to make any changes in the Standard Terms and Conditions of the Contract and is not authorized to obligate the County in any way whatsoever.
- e. Be a staff person from Los Angeles County Department of Public Social Services.

The County will inform the Contractor of the name, address and telephone number of the CCD, in writing, at the time the Contract is awarded, and at anytime thereafter when a change of the CCD is made.

#### **1.4.2 County Furnished Items**

##### **1.4.2.1 Reward Fund**

County will provide the Contractor with funds from the Reward Fund to reward those informants designated by the Reward Review Committee as eligible to a maximum \$100 reward.

##### **1.4.2.2 Report Format**

County will provide the Contractor with guidance in developing the format for all required report forms. The Contractor will use his own crime report form as the Fraud Referral Report form after DPSS revisions are included for additional details, e.g. welfare case number, Social Security number, etc.

Proposer should provide a copy of the proposed form in its proposal. Contractor shall allow future revisions to these forms for any additional





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information requested by DPSS which will assist in the identification of DPSS case records and/or in the fraud investigations.

**1.4.2.3 Materials**

County will provide the Contractor with a list of County-observed holidays.

**1.4.3 Contractor Personnel**

The Contractor shall provide a Project Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contractor must identify and provide a resume of the individual hired as Contract Project Manager no later than 15 days prior to the Contract start date. The Project Manager and alternate shall be identified, in writing, prior to Contract award and at anytime thereafter a change of Project Manager or alternate is made. The Project Manager, or his/her alternate, shall:

- a. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- b. Be available between 8:00 a.m. and 5:00 p.m. Monday through Friday except County holidays.
- c. Ensure telephone operators are properly trained in handling the referral calls.
- d. Be able to read, write, speak and understand English.

**1.4.4 Contractor Furnished Items**

All personnel, training sites, materials and equipment needed by the Contractor shall be subject to County approval; such approval shall not be unreasonably withheld.

**1.4.4.1 Personnel**

Furnish administrative, supervisory personnel to ensure performance of all services required by this Statement of Work and adhere to all requirements imposed on Contractor by this Contract.

Furnish sufficient multilingual staff to operate the toll-free fraud telephone line.



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**1.4.4.2 Equipment/Supplies**

The Contractor shall provide training materials for Contractor's staff, supplies, and support equipment (e.g., personal computers, facsimile machines, and photocopy machines) necessary to perform all services required by this Statement of Work and adhere to all requirements imposed on the Contractor by the Contract.

**1.4.4.3 Materials**

The Contractor shall provide sufficient materials in the languages specified by County to adequately publicize the fraud telephone hot line.

**1.4.5 Quality Control**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of this Contract. The Plan shall be included in the proposal and revisions submitted to the CCA on the Contract start date, with revisions submitted as changes occur. The plan shall include, but not be limited to, the following:

- 1.4.5.1** A method for assuring that professional staff rendering services under this Contract have necessary college degrees and/or qualifying experience.
- 1.4.5.2** An in-house performance monitoring method to ensure that Contract requirements are being met. This monitoring method must include the following:
  - a. Specific activities to be monitored,
  - b. Methods of monitoring to be used,
  - c. Frequency of monitoring,
  - d. Samples of forms to be used in monitoring
- 1.4.5.3** A method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.



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- 1.4.5.4** A record of all inspections conducted by the Contractor, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 1.4.5.5** The method of continuing to provide services to the County in the event of a strike of the Contractor's employees.

**1.4.6 County's Quality Assurance Plan**

DPSS shall monitor the Contractor's performance under this Contract using the quality assurance procedures as defined:

- 1.4.6.1** The County Contract Administrator (CCA) reviews all materials received on an ongoing monthly basis.
- 1.4.6.2** Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (Appendix B, Technical Exhibit 3) is issued, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.
- 1.4.6.3** The CCA prepares the action items summary from the Performance Evaluation Meeting. The Contract Manager and the CCA sign this summary. Should the Contract Manager not concur with the action items, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the summary. This statement shall be attached to the CCA's summary and be a part thereof.
- 1.4.6.4** The Contractor's failure to respond shall result in the acceptance of the action items summary as written. If any dispute is still unresolved, the decision of the CCA will be final.
- 1.4.6.5** Upon advance notice, either the County or the Contractor may make an auditory recording of the meeting.

**1.5 Contract Discrepancy Reports**



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Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a Contract discrepancy is identified. The Contract Manager shall resolve the problem within a time period mutually agreed upon by the County Contract Administrator (CCA) and the Contractor.

The CCA will determine whether a formal Contract Discrepancy Report (CDR) shall be issued (Appendix B, Technical Exhibit 3, Contract Discrepancy Report). If a CDR is necessary, it is issued via telefax or mail to the Contract Manager.

The Contractor, upon receipt of the CDR, is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all discrepancies identified in the Contract Discrepancy Report and for prevention of future discrepancies shall be submitted within ten (10) business days.

## **1.6 Performance Requirements Summary**

All listings of services used in the Performance Requirements Summary (PRS) (Technical Exhibit 1) are intended to be completely consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform with the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

Reduce payment to Contractor by a computed amount based on the penalty fees(s) in the PRS.



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Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Sample Contract, Paragraph 8, Standard Term and Conditions, Sub-paragraph 8.58, Termination for Convenience of the County.



**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

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**APPENDIX B: TECHNICAL EXHIBITS**

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

### 1. INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory COUNTY's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of CONTRACTOR beyond that defined in the main body of the Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis for penalties.

The COUNTY expects a high standard of CONTRACTOR performance for the required service. DPSS will work with the CONTRACTOR to help resolve any areas of difficulty brought to the attention of the COUNTY Contract Administrator (CCA) by CONTRACTOR before the allowable deviation from the acceptable Standard occurs. However, it is the CONTRACTOR's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace CONTRACTOR's obligation to provide expert professional services to the COUNTY.

### 2. PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this exhibit and:

1. Provides the required services and cites the Section or Paragraph where referenced (Column 1 of chart).
2. Defines the Standards of Performance for each of the required services (Column 2 of chart).
3. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses a penalty amount or points (Column 3 of chart).
4. Indicates the method of monitoring the services (Column 4 of chart).
5. Indicates the penalties/fees to be assessed for exceeding the AQL for each listed required service (Column 5 of chart). These may serve as the baseline for assessing liquidated damages.

### 3. QUALITY ASSURANCE

Each month CONTRACTOR performance will be compared to the contract standards and Acceptable Quality Levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP).

COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of monitoring that may be used are:

1. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR performance;
2. Random Sampling of items such as reports, invoices, etc. For random sample tables/methods to be used by COUNTY, refer to book entitled Handbooks Sampling for Auditing and Accounting (2<sup>nd</sup> Edition) by Herbert Arkin;
3. Review of Reports, Statistical Record and Files maintained by the CONTRACTOR;
4. On-site evaluations; and
5. Complaints

#### **4. MEASURABLE OUTCOMES**

CONTRACTOR shall provide services that address, but are not limited to, the following measurable indicators:

- Number of welfare fraud referrals received
- Number of child protective services referrals made
- Number of elder abuse referrals made
- Number of informants requesting rewards
- Number of reward payments made

#### **5. PERFORMANCE MEASURES**

1. The CONTRACTOR shall demonstrate in writing how the direct services impact the measurable outcome, upon the COUNTY's request.
2. The CONTRACTOR shall maintain the following documents that reflect the benchmarks are being met:
  - Required statistical reports related to the provided services.
  - Required documents such as telephone bills, bills for advertising, etc. related to the provided services.
  - Permanent records showing the dates the initial information was received by CONTRACTOR and referral sent to WFP&I.
  - Record of reward payment that will include the informant's identification and date reward payment was made.

#### **6. CONTRACT DISCREPANCY REPORT (CDR)**

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL.



When the performance is unacceptable, the CCA will issue a Contract Discrepancy Report (CDR), Technical Exhibit 3 to the CONTRACTOR's Contract Manager. The Contract Manager is required to:

1. Respond to the CDR within ten (10) workdays.
2. Provide a written explanation stating the reasons for the unacceptable performance, how the performance will resume at an acceptable level, and how recurrence of the problem will be prevented.

The CCA will evaluate the CONTRACTOR's explanation and determine if any financial penalties will be assessed.

## **7. CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE - RANDOM SAMPLING**

Determine the number of defects that renders a service unsatisfactory as follows:

1. Select a sample at random so that it will be representative of the entire population.
2. Compare the sample to the Standard, and the conclusions are made about CONTRACTOR performance for the whole group.
3. The random sampling plan includes the following information:

*\*Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract Standard for satisfactory performance;

*Lot Size* - The total number of unit or services to be provided;

*Sample Size* - The number of units to be checked in a given time period; and

*Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.

\*The AQL for each sample is taken from the PRS. The lot size is determined by how often the CONTRACTOR will provide a service during the month. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

## **8. REMEDY OF DEFECTS**

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators (UPIs), CONTRACTOR must, within ten (10) workdays, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

## **9. UNSATISFACTORY PERFORMANCE REMEDIES**

When CONTRACTOR performance does not conform with the requirements of this Contract, COUNTY shall have the option to apply the following nonperformance remedies:

1. Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Reduce payment to CONTRACTOR by a computed amount based on the penalty fee(s) in the PRS Chart.
3. Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
4. Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) workdays shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice. This section does not preclude COUNTY's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Section 5.55, Termination for Convenience of COUNTY.

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	LIQUIDATED DAMAGES
Contractor shall provide toll-free 24-hour, 7-day per week telephone line to be used by the public to report suspected cases of welfare fraud occurring in Los Angeles County. Appendix B, Statement of Work Section 1.3.1.1	Ensure telephone equipment and service are available to meet the terms of this contract.	NONE	Telephone bills Inspection and Observation User Complaint	2% of CONTRACTOR's monthly flat fee
Contractor shall publicize the existence and purpose of the toll-free fraud Hot-Line. Appendix B, Statement of Work Section 1.3.2	Ensure ongoing media campaign using print, electronic or any other form of media communication operational in Los Angeles County.	NONE	Copies of Brochures Advertising bills Inspection & Observation	2% of CONTRACTOR's monthly flat fee
Ensure there are sufficient trained multilingual operators to operate the toll-free fraud telephone line. Appendix B, Statement of Work, Section 1.1.2 Specific Tasks	Provide trained multilingual operators experienced in questioning callers to elicit sufficient details of reported suspected welfare fraud.	NONE	On-Site Observation User Complaint	2% of CONTRACTOR's monthly flat fee
Ensure Contract Manager and alternate are present and replaced when there is a vacancy. In the interim, ensure vacancies do not negatively impact service delivery. Appendix B, Statement of Work, Section 1.4.3, Responsibilities	Provide Contract Manager and alternate and provide qualified replacements within 15 calendar days of vacancy. Have a staffing plan to ensure there is no adverse impact on service delivery due to the staff reduction.	2 Calendar Days	100% Inspection On-Site Observation User Complaint	2% of CONTRACTOR's monthly flat fee
Maintain the confidentiality of all records obtained from the COUNTY under this Contract. Ensure that Confidentiality Agreements for all CONTRACTOR employees are on file. Appendix A. Sample Contract Standard Terms and Conditions, Section 7.5, Confidentiality	All CONTRACTOR employees have Confidentiality Agreements on file prior to the employee's start date.	NONE	Random Sampling On-Site Review	\$100 per occurrence
Maintain the anonymity of informants and payment of rewards. Appendix B, Statement of Work Section 1.1.1 Overview	Contractor shall establish a system of distributing anonymous rewards without compromising the informant's identity.	NONE	On-Site Review User Complaint	\$100 per occurrence

## Technical Exhibit 1A

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	LIQUIDATED DAMAGES
Complies with the terms of the Civil Rights Resolution Agreement as directed by DPSS, and as specifically outlined in the Statement of Work.  Appendix A. Sample Contract Standard Terms and Conditions, Section 8.12, Compliance with Civil Rights Laws	Ensures the terms of the Civil Rights Resolution Agreement are met.	NONE	On-Site Review User Complaint	\$500 per occurrence
Provide verification of insurance coverage to the COUNTY Contract Administrator prior to the Contract start date, annually during the term of the Contract and at the time of each monitoring visit.  Appendix A, Sample Contract, Standard Terms and Conditions Section 8.37, General Insurance Requirements and Section 8.38, Insurance Coverage Requirements	Ensures that all insurance policies are current and meet insurance requirements.	NONE	100% Review	2% of CONTRACTOR's monthly flat fee
Provide accurate and complete invoices in a timely manner, as requested by COUNTY.  Appendix A, Sample Contract, Standard Terms and Conditions Section 5.0, Contract Payment	All accurate and complete invoices are submitted within 15 calendar days after the service month.	Two (2) Business Days	100% Review of Invoices Review of MMR	\$100 per occurrence
Provide accurate and complete Fraud Referral Report Forms in a timely manner, as requested by COUNTY.  Appendix B, Statement of Work, Section 1.3, Specific Tasks	CONTRACTOR shall record each call individually on the Fraud Referral Report Form. These forms are to be forwarded to DPSS WFP&I in a timely manner as required by COUNTY.	Two (2) Business Days	100% Review of Reports Review of MMR	\$100 per occurrence
Submit Child Abuse/Neglect Allegations to the appropriate agency in timely manner, as requested by the COUNTY.  Appendix B, Statement of Work Section 1.3.1.3.1. Child Abuse/Neglect Allegations	CONTRACTOR shall immediately notify, by fax or telephone, the Department of Children and Family Services (DCFS) Child Abuse Hot Line Section of all suspected welfare fraud calls that also contain allegations of suspected child abuse/neglect. In addition, a hard copy of the referral must be sent by mail to DCFS within 24-hours.	NONE	Random Sampling Inspection & Observation User Complaint	\$100 per occurrence
Submit Elder Abuse/Neglect Allegations to the appropriate agency in timely manner, as requested by the COUNTY.  Appendix B, Statement of Work Section 1.3.1.3.2 Elder Abuse/Neglect	CONTRACTOR shall immediately notify, by fax or telephone, the Department of Community and Senior Services (DCSS) Elder Abuse Hot Line Section of all suspected welfare fraud calls that also contain allegations of suspected elder abuse/neglect.	NONE	Random Sampling Inspection & Observation User Complaint	\$100 per occurrence

**Technical Exhibit 1A**

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	LIQUIDATED DAMAGES
Allegations	In addition, a hard copy of the referral must be sent by mail to DCSS within 24-hours.			
Submit Other Criminal Allegations to the appropriate agency in timely manner, as requested by the COUNTY. Appendix B, Statement of Work Section 1.3.1.4 Other Criminal Allegations	CONTRACTOR shall notify the appropriate investigative or regulatory agency of all suspected welfare fraud calls that also contain allegations of crimes not investigated by DPSS. This shall be done by mail within one business day of receipt of report.	NONE	Random Sampling Inspection & Observation User Complaint	\$100 per occurrence
Develop a Quality Control Plan. Maintain a quality control system. Appendix B, Statement of Work Section 1.2, Quality Control Plan	CONTRACTOR develops and complies with the COUNTY-approved Quality Control Plan.	NONE	Review of QC Plan and Compliance with the Plan	2% of CONTRACTOR's monthly flat fee

# FRAUD REFERRAL REPORT FORM

**WeTip**

Crime Report

CASE 517313

The following information may be incomplete. Be advised that all questions have been asked. It is WeTip's policy to forward all possible information without screening.

Crime Information			
Date called:	Time called:	Referral Media:	
Crime Date:	Crime Time:	Crime Type:	
Crime Address:		Inf. Will Call Back:	Wants Reward:
Crime City:		Called Before:	
Crime State:	Zip Code:	Operator #:	Crime Line:
Crime County:		Any Animals:	Prev. Tip#:
Company Name:		Kinds of Animals:	
Any Weapons:		Animals Located:	
Kind of Weapons:			
Weapons Located:			
Drug Type:			
Method of Operation/Special Instructions:			

WeTip, Incorporated, P.O. Box 1326, Rancho Cucamonga, CA 91735-1296 - Business Office (909) 387-5008 - Fax (909) 387-2427  
 WeTip, Incorporated, is not responsible for any information provided by the user. WeTip, Incorporated, is not responsible for any information provided by the user. WeTip, Incorporated, is not responsible for any information provided by the user.



## Crime Report

CASE 517313

The following information may be incomplete. Be advised that all questions have been asked. It is WeTip's policy to forward all possible information without screening.

### Suspect Information #1

Name:		Address:
AKA:		Address 2:
Date of Birth:	Age:	City:
Race:	Sex:	State:
Weight:	Height:	County:
Eye Color:	Hair:	Phone - H:
Uses Drugs:		Phone - W:
Kinds of Drugs:		Phone - C:
Arrests:		Work:
Dist. Marks:		Hangouts:
School:		Gang Info:

WeTip, Incorporated, P.O. Box 1296, Rancho Cucamonga, CA 91729-1296 - Business Office (909) 987-5005 - Fax (909) 987-2477  
 In passing along anonymous tips to law enforcement agencies, WeTip, Inc. in no way warrants, vouches for, or authenticates the accuracy or reliability of the information contained within.



## Crime Report

CASE 517313

The following information may be incomplete. Be advised that all questions have been asked. It is WeTip's policy to forward all possible information without screening.

### Victim Information #1

Name:	DOB:		
Alias:	Age:		
Address:	Gender:		
City:	Race:		
State:	Hair Color:	Eye Color:	
County:	Height:	Weight:	
Notes:			

Wetip, Incorporated, P.O. Box 1296, Rancho Cucamonga, CA 91729-1296 - - -

Business Office (909) 987-5005 - Fax (909) 987-2477

In passing along anonymous tips to law enforcement agencies, WeTip, Inc., in no way warrants, vouches for, or authenticates the accuracy or reliability of the information contained within





## Crime Report

CASE 517313

The following information may be incomplete. Be advised that all questions have been asked. It is WeTip's policy to forward all possible information without screening.

### Enforcement Agency #1

Name:	Spoke To:
Contact:	Date Called:
Title:	Time Called:
Address:	Telephone:
City:	Fax:
State:	Email:
County:	Date Faxed:
Zip Code:	

WeTip, Incorporated, P.O. Box 1296, Rancho Cucamonga, CA 91729-1296 - Business Office (909) 987-5005 - Fax (909) 987-2477  
By passing along anonymous tips to law enforcement agencies, WeTip, Inc., in no way warrants, vouches for, or authenticates the accuracy or reliability of the information submitted within.



## Crime Report

CASE 517313

The following information may be incomplete. Be advised that all questions have been asked. It is WeTip's policy to forward all possible information without screening.

### Vehicle Information #1

Make:	Year:	
Model:	License:	State:
Color:	Owner:	
Distinguishing Marks:		

WeTip, Incorporated, P.O. Box 1296, Rancho Cucamonga, CA 91729-1296 -  
Business Office (909) 987-5005 - Fax (909) 987-2477

In passing along anonymous tips to law enforcement agencies, WeTip, Inc., in no way warrants, vouches for, or authenticates the accuracy or reliability of the information contained within.



LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
REWARD AUTHORIZATION FORM

INFORMANT DATA

Identification Referral

Number  
Amount

Date Case Name

Case Number

Authorized

Authorization

Date

REWARD AUTHORIZATION

Reward Review Committee Authorized Signature Date

DPSS FINANCE DIVISION USE ONLY

Invoice  
Number

Invoice  
Date

Amount  
Paid

Date  
Paid

WELFARE FRAUD REWARD PROGRAM  
MONTHLY FRAUD REFERRAL REPORT  
SAMPLE REFERRAL REPORT



DENNIS KOTHEIMER  
President, WeTip, Inc.  
District Attorney, Retired  
San Bernardino County

SUSAN AGUILAR  
Vice President, WeTip, Inc.  
Chief Executive Officer

WALTER ALLEN, III  
Vice President, WeTip, Inc.  
Governor's Council-Criminal Justice  
Councilman Covina City Council

MIRIAM BROWNELL  
Secretary, WeTip, Inc.  
Co-founder  
Chief Operating Officer

SCOTT HEWITT  
Vice President, WeTip, Inc.  
Director of Security, Ferguson, Inc.

DAN MAYFIELD  
Vice President, WeTip, Inc.  
President/CTO The Dalee Company

DONALD MILLER  
Treasurer, WeTip, Inc.  
Telecommunications Division  
City of San Bernardino

MARK SIGMA  
Vice President, WeTip, Inc.  
Insurance Consultant  
New York City

ANDREW YASENOVSKY III  
Vice President, WeTip, Inc.  
Director of Risk Management  
& Health Benefits-Calton  
Joint Unified School District

TO: DIRECTOR/COUNTY CONTRACT ADMINISTRATOR  
WELFARE FRAUD PREVENTION & INVESTIGATIONS SECTION  
12000 S. HAWTHORNE BLVD  
HAWTHORNE, CA 90250

WELFARE FRAUD REWARD PROGRAM  
MONTHLY FRAUD REFERRAL REPORT

REPORT MONTH  
XXXXXX 2009

CUMULATIVE FROM  
MARCH 22, 2009

EXECUTIVE STAFF

CHIEF EXECUTIVE  
OFFICER  
Susan Aguilar, Ext. 249

CHIEF OPERATING  
OFFICER  
Miriam Brownell, Ext. 221

CHIEF FINANCIAL  
OFFICER  
Ronnie Lubacki, Ext. 243

PROGRAM  
DEVELOPMENT  
DIRECTOR  
Sue Mandell, Ext. 250

WEBSITE ADMIN.  
David Green  
CREATIVE SERVICES  
Vanessa Martin, Ext. 239  
Alfida Candelaria, Ext. 229

CITY, COUNTY &  
CORPORATE  
PROGRAMS  
Sue Mandell, Ext. 250  
Kristen Arnold, Ext. 261

PERSONNEL & ACCT.  
Jennifer Lubacki, Ext. 252  
Gabrielle Aguilar, Ext. 242

CRIMINAL JUSTICE  
Sara Moreno, Ext. 232

COMMUNICATIONS  
Dobbie Rivera, Ext. 254

SCHOOL & INSURANCE  
PROGRAMS  
Sue Mandell, Ext. 250

STATE REGISTRATION  
Gabrielle Aguilar, Ext. 242

FUNDRAISING TEAM  
Gabrielle Aguilar, Ext. 242

NUMBER OF REFERRALS

SENT TO WFP&I \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

NUMBER OF REFERRALS

REQUESTING REWARDS \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

NUMBER OF REFERRALS

TO DCFS (CHILD ABUSE) \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

NUMBER OF REFERRALS

TO DCSS (ELDER ABUSE) \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

CHIEF FINANCIAL OFFICER

Business Office

P.O. Box 1296

Rancho Cucamonga, CA 91729-1296

Business Phone (909) 987-5005

Call (909) 987-5177

**WELFARE FRAUD REWARD  
PROGRAM PUBLICITY REPORT**

**MONTH/YEAR**

1. Welfare Fraud Posters, Brochures and stickers distributed to cities in Los Angeles County.
2. Continued television coverage of Welfare Fraud Public Service Announcements on (List Television Stations) in Los Angeles.

Number of announcements during report month: \_\_\_\_\_

3. Continued radio coverage of Welfare Fraud Public Service Announcements on: (List radio stations) in Los Angeles County.

Number of announcements during report month: \_\_\_\_\_

4. Other Advertisements (specify)

\_\_\_\_\_

For further information contact:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## MONTHLY CHARGE INVOICE

## SAMPLE INVOICE



DENNIS ROTTMEIER  
President, WeTip, Inc.  
District Attorney, Retired  
San Bernardino County

SUSAN AGUILAR  
Vice President, WeTip, Inc.  
Chief Executive Officer

WALTER ALLEN, III  
Vice President, WeTip, Inc.  
Governor's Council-Criminal Justice  
Councilman Covina City Council

MIRIAM BROWNELL  
Secretary, WeTip, Inc.  
Co-Founder  
Chief Operating Officer

SCOTT HEWITT  
Vice President, WeTip, Inc.  
Director of Security, Ferguson, Inc.

DAN MAYFIELD  
Vice President, WeTip, Inc.  
President CEO, The Dale Company

DONALD MILLER  
Treasurer, WeTip, Inc.  
Telecommunications Division  
City of San Bernardino

MARK SIOMA  
Vice President, WeTip, Inc.  
Insurance Consultant  
New York City

ANDREW YASENOVSKY III  
Vice President, WeTip, Inc.  
Director of Risk Management  
& Health Benefits-Cotton  
Joint Unified School District

BASIC MONTHLY CHARGE  
INVOICE

INVOICE DATE: XX/XX/09  
BILLING PERIOD XXXXX, 2009

ANONYMOUS FRAUD REFERRALS AND REWARD SERVICES CONTRACT  
FRAUD REPORTS REFERRED TO DPSS

VENDOR NO. 51386201

WE TIP, INC.

CONTRACT NO. XXXXXXXX

P.O. BOX 1296

VENDOR SOCIAL SECURITY

RANCHO CUCAMONGA, CA

91729

OR TAXPAYER I.D. NO. 95-2775100

VENDOR NAME/ADDRESS/  
TELEPHONE NUMBER  
(909) 987-5005

REQUEST FOR: \$ X.XXX.XX

EXECUTIVE STAFF

CHIEF EXECUTIVE  
OFFICER  
Susan Aguilar, Ext. 249

CHIEF OPERATING  
OFFICER  
Miriam Brownell, Ext. 231

CHIEF FINANCIAL  
OFFICER  
Bonnie Lubowksi, Ext. 248

PROGRAM  
DEVELOPMENT  
DIRECTOR  
Sue Mandell, Ext. 259

WEBSITE ADMIN.  
David Green

CREATIVE SERVICES  
Vanessa Martin, Ext. 239  
Alicia Candelaria, Ext. 229

CITY, COUNTY &  
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Sue Mandell, Ext. 259  
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PERSONNEL & ACCT.  
Joniffer Lubbecki, Ext. 252  
Gabrielle Aguilar, Ext. 242

CRIMINAL JUSTICE  
Sara Moreno, Ext. 212

COMMUNICATIONS  
Debbie Rivera, Ext. 254

SCHOOL & INSURANCE  
PROGRAMS  
Sue Mandell, Ext. 259

STATE REGISTRATION  
Gabrielle Aguilar, Ext. 242

FUNDRAISING TEAM  
Gabrielle Aguilar, Ext. 242

\_\_\_\_\_  
CONTRACTOR'S AUTHORIZING SIGNATURE  
SIGNED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY CONTRACT ADMINISTRATOR APPROVAL SIGNATURE  
SIGNED

\_\_\_\_\_  
DATE

FOR FINANCE DIVISION/AUDITOR CONTROLLER USE ONLY

Business Office

P.O. Box 1296

Rancho Cucamonga, CA 91729-1296

Business Phone (909) 987-5005

Fax (909) 987-5177





TECHNICAL EXHIBIT 10  
CONTRACTOR'S ADMINISTRATION

CONTRACTORS NAME WETIP INC.

CONTRACT NO. \_\_\_\_\_

CONTRACTOR'S PROJECT MANAGER:

Name: KRISTEN ARNEL  
Title: CONTRACT ADMINISTRATOR  
Address: P.O. BOX 1296  
RANCHO CUCAMONGA, CA. 91729-1296  
Telephone: (909) 987-5005 EXT. 240  
Facsimile: (909) 987-2477  
E-Mail Address: KARNEL@WETIP.COM

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: SUSAN AGUILAR  
Title: CHIEF EXECUTIVE OFFICER  
Address: P.O. BOX 1296  
RANCHO CUCAMONGA, CA. 91729-1296  
Telephone: (909) 987-5005 EXT. 240  
Facsimile: (909) 987-2477  
E-Mail Address: SUSANAGUILARCEO@WETIP.COM

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

Address: P.O. BOX 1296  
RANCHO CUCAMONGA, CA. 91729-1296  
Telephone: (909) 987-5005 EXT. 240  
Facsimile: (909) 987-2477  
E-Mail Address: KARNEL@WETIP.COM

## COUNTY'S ADMINISTRATION

**CONTRACT NO.** \_\_\_\_\_

**COUNTY CONTRACT DIRECTOR:**

Name: Mary Hewitson  
 Title: HSA II In-Charge  
 Address: 12000 Hawthorne Blvd.  
Hawthorne, CA 90250  
 Telephone: (310) 349-4502  
 Facsimile: (310) 263-2639  
 E-Mail Address: maryhewitson@dpss.lacounty.gov

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Pamela Lewis  
 Title: HSA I  
 Address: 12000 Hawthorne Blvd.  
Hawthorne, CA 90250  
 Telephone: (310) 349-4512  
 Facsimile: (310) 263-2639  
 E-Mail Address: pamelalewis@dpss.lacounty.gov

**COUNTY CONTRACT MONITOR:**

Name: Patsy Waggoner  
 Title: Program Assistant  
 Address: 12000 Hawthorne Blvd.  
Hawthorne, CA 90250  
 Telephone: (310) 349-4582  
 Facsimile: (310) 263-2639  
 E-Mail Address: patsywaggoner@dpss.lacounty.gov

## APPENDIX C: REQUIRED FORMS

**REQUIRED BID SHEET  
ANONYMOUS WELFARE REFERRAL AND REWARD SERVICES  
FORM OF BID TO BE SUBMITTED BY OFFEROR**


The undersigned offers to furnish all personnel, labor, materials, equipment and site(s) necessary for the provision of Anonymous Fraud Referral and Reward Services. The bid shall include any sales taxes, if applicable. Said work shall be done for the period prescribed and in the manner set forth in RFP Appendix B, Statement of Work.

I agree to provide the specified services for Los Angeles County Department of Public Social Services at the firm fixed unit costs listed below.

**FIRM FIXED PRICE PER MONTH FOR TERM OF CONTRACT:** \$ 5,607.67

**This Bid shall remain for 180 days following the last day to accept proposals.**

I declare that the computations used to arrive at the cost for each of the above pay rates are as set forth on the attached Budget Sheet, page 2 of this Attachment.

  
Signature of Authorized Agent

Nov 9, 2008  
Date

Susan Aguilar  
Typed Name of Authorized Agent

WeTip, Inc.  
Firm Name

P.O. Box 1296, Rancho Cucamonga, CA, 91729  
Firm Address

**BUDGET SHEET FORMAT  
ANONYMOUS WELFARE FRAUD REFERRAL AND REWARD SERVICES**

**DIRECT COST**

<b>Payroll</b>	<b>% of Time</b>	<b>Hourly Rate</b>	<b>Annual Salary</b>
Employee Classification (#____ of each)	<u>100</u>	\$ <u>10.50</u>	\$ <u>21,798.</u>
Employee Classification (#____ of each)	<u>50</u>	\$ <u>10.50</u>	\$ <u>10,899.</u>
Employee Classification (#____ of each)	<u>          </u>	\$	
			\$ <u>          </u>
Others, (Please continue to list.)			

**Total Salaries and Wages**      \$                     

.....

<b>Employee Benefits</b>	<b>No. of Employees</b>	<b>Annual Cost</b>
Medical Insurance	<u>1.5</u>	\$ <u>2,600.88</u>
Dental Insurance	<u>          </u>	\$ <u>          </u>
Life Insurance	<u>          </u>	\$ <u>          </u>
<b>Total Benefits</b>		\$ <u>2,600.88</u>

**Payroll Taxes** (List ALL Appropriate Taxes, e.g., FICA, SUI, Workers' Compensation, etc.)

Federal Tax                      \$ 2,245.

State Tax                         \$ 1,123.

**Total Payroll Tax**                      \$ 3,368

**Insurance** (List Type/Coverage. For required coverage - See Section 8.22, Insurance, page 64 in Sample Contract).

General Liability                      \$ 1,516.67

Auto Liability                         \$ N/A

Workers' Compensation                 \$ 474.33

**Total Insurance**                      \$ 1,991

**BUDGET SHEET FORMAT  
ANONYMOUS WELFARE FRAUD REFERRAL AND REWARD SERVICES**

**DIRECT COST (CONTINUED)**

**Other Direct Costs:**

Supplies	\$	<u>5,100</u>	
Postage	\$	<u>3,906</u>	
Office Equipment	\$	<u>0</u>	
Equipment Maintenance	\$	<u>0</u>	
Space	\$	<u>0</u>	
Telephone Hotline Cost	\$	<u>13,482.</u>	
Advertising /Media Campaign Costs	\$	<u>4,147.</u>	
Other, (Please continue to list.)			
<b>Total</b>	\$	<u>26,635.20</u>	
<b>TOTAL DIRECT COST</b>	\$	<u>67,291.88</u>	

**INDIRECT COST**

General Accounting/Bookkeeping	\$	<u>                    </u>	
Management Overhead (Please specify)	\$	<u>                    </u>	
Other (Please specify)	\$	<u>                    </u>	
<b>TOTAL INDIRECT COST</b>	\$	<u>0</u>	

<b>TOTAL DIRECT AND INDIRECT COST</b>	\$	<u>67,292</u>	
<b>TOTAL START-UP COST*</b>	\$	<u>0</u>	
<b>PROFIT</b> (Please enter the percentage: <u>          </u> %)	\$	<u>0</u>	
<b>TOTAL CONTRACT COST (for three years)</b>	\$	<u>201,876</u>	
<b>COST PER MONTH (Total Cost divided by 36 Months)</b>	\$	<u>5,607.67</u>	

\* Total Start-Up Cost is a one-time expense and is not to be repeated each year of the 3 year contract term.

**ANONYMOUS WELFARE FRAUD REFERRAL & REWARD SERVICES  
BUDGET SHEET  
MARCH 22, 2009 – MARCH 21, 2012**

**I. SALARIES & EMPLOYEE BENEFITS**

**A. Salaries & Wages**

- |   |              |
|---|--------------|
| 1. Tip/Computer Operator (1) Full Time to coordinate fraud line personnel<br>\$1,860.50 per month x 36 months | \$ 65,394.00 |
| 2. Bilingual Operator 50% of Full Time<br>\$908.25 per month x 36 months                                      | \$ 32,697.00 |

**B. Employee Benefits**

- |  |             |
|--|-------------|
| 1. Medical(1.5) Employee<br>\$216.74 per month x 36 months | \$ 7,802.64 |
|--|-------------|

<b>C. Employee Payroll Taxes</b>	\$ 10,104.00
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<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	<b>\$115,997.64</b>
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**II. SERVICES AND SUPPLIES**

**A. Office Materials, Public Relations Materials, Printing & Literature**

- |   |              |
|---|--------------|
| 1. Office Materials – tip forms, dispositions, additional information forms,<br>supplies for computer, copy machine, and general office supplies.<br>\$425.00 per month x 36 months | \$ 15,300.00 |
| 2. Public Relations Materials – ad printing, literature, PSA's for radio stations<br>posters, brochures, flyers, stickers.<br>\$345.60 per month x 36 months                        | \$ 12,441.60 |

**B. Communications**

- |   |              |
|---|--------------|
| 1. Telephones – including toll free lines, special (800) 87-FRAUD line,<br>fax lines for faxing of tips to Department of Children's Services.<br>\$1,123.50 per month x 36 months | \$ 40,446.00 |
| 2. Postage – mailing of fraud tip information and fraud materials.<br>\$325.50 per month x 36 months  | \$ 11,718.00 |

**C. Insurance**

- |   |             |
|---|-------------|
| 1. Workers' Compensation Insurance x 36 months<br>(portion for above employees) | \$ 1,423.00 |
| 2. Liability Insurance x 36 months  | \$ 4,550.00 |

<b>TOTAL SERVICES &amp; SUPPLIES</b>	<b>\$ 85,878.60</b>
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<b>TOTAL BUDGET FOR 3 YEARS</b>	<b>\$ 201,876.24</b>
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<b>COST PER MONTH (36 MONTHS)</b>	<b>\$ 5,607.67</b>
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**EMPLOYEE BENEFITS  
SUBSTANCE ABUSE/MENTAL HEALTH AWARENESS TRAINING SERVICES**

**MEDICAL INSURANCE/HEALTH PLAN**

Employer Pays \$ \$144.49 Employee Pays \$ \$144.49 Total Premium \$ 288.97

Annual Deductible:

Employee \$ 0

Family \$ 0

Coverage (%):

100 Hospital Care (Inpatient \_\_\_\_ out Patient \_\_\_\_)

100 X-Ray & Laboratory

100 Surgery

100 Office Visits

100 Pharmacy

100 Maternity

100 Mental Health/Chemical Dependency, Inpatient

100 Mental Health/Chemical Dependency, Outpatient

**DENTAL INSURANCE**

Employer Pays \$ 0 Employee Pays \$ 0 Total Premium \$ \_\_\_\_\_

**LIFE INSURANCE**

Employer Pays \$ 0 Employee Pays \$ 0 Total Premium \$ \_\_\_\_\_

**VACATION**

Number of Days 5, And

Any Increase after 3 Years of Employment, Number of Days or Hours

**SICK LEAVE**

Number of Days 5 per Year, And

Any Increase or Accumulation, Number of Days or Hours

**HOLIDAYS**

Number of Days 8 per Year

**RETIREMENT**

Employer Pays \$ 0 Employee Pays \$ 0 Total Premium \$ \_\_\_\_\_

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of this Bid, this potential Contractor certifies that the prices quoted herein have been arrived at independently without consultation, communication, or contract with any other bidder or competitor for the purpose of restricting competition.

The following names with their telephone numbers are persons authorized legally to commit the Bidder/Contractor:

Name:	Telephone number
<u>Susan Aguilar</u>	<u>909-987-5005 x 249</u>
<u>Bonnie Lubecki</u>	<u>909-987-5005 x248</u>
<u>Kristen Arnel</u>	<u>909-987-5005 x 240</u>

Name of Firm: WeTip, Inc.

Typed Name and Title of Signer: Susan Aguilar, CEO

  
Signature

Nov 9, 2008  
Date

INVITATION FOR BID/REQUEST FOR PROPOSALS

GROUND FOR REJECTION

*Los Angeles County Code* Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

Typed Name and Title of Signer: SUSAN AGUILAR, C.E.O.

Susan Aguilar  
Signature

Nov-9-2008  
Date

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

**GENERAL INFORMATION**

Your employer, WETIP INC.  
entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

**ACKNOWLEDGMENT OF EMPLOYER**

- I understand that WETIP INC. is my sole employer for purposes of this employment.
- I rely exclusively upon WETIP INC. for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.

*I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*

- I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer WETIP INC. and the County of Los Angeles.

(Initial and date) SA Nov-9-2008

**CONFIDENTIALITY AGREEMENT**

As an employee of WETIP INC., you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by WETIP INC. for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**Please read the following Contract and take time to consider it prior to signing:**

*I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between WETIP INC. and the County of Los Angeles.*

- I agree to forward all requests for the release of information received by me to my immediate supervisor.*

*I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*

- I agree to return all confidential materials to my immediate supervisor upon termination of my employment with WETIP INC. or completion of the presently assigned work task, whichever occurs first.*

*I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

*DA. Nov-9-2008 (Initial and Date)*

**CONFLICT OF INTEREST POLICY**

**I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.**

These are some of the programs that are administered by DPSS:

- \$ California Work Opportunity and Responsibility for Kids (CalWORKs)
- \$ Los Angeles County General Relief Program (GR)
- \$ California Medi-Cal Program (Medi-Cal)
- \$ Food Stamps Program (FS)
- \$ Social Services to Adults, Children, and Families
- \$ Supervision of Children Placed in Foster Care
- \$ Cuban/Haitian Entrant Program (CHEP)
- \$ Refugee Resettlement Program (RRP)
- \$ Special Circumstances (SC)
- \$ Repatriate Program (Repat)

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)

CONFLICT OF INTEREST POLICY (Continued)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER WETIP INC., I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES' OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the County will screen contractor employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: Susan Aguilar  
(Contractor Employee's Signature)

Date: Nov - 9 - 2008

Name: Susan Aguilar  
(Please Print Contractor Employee's Name)

Working Title: C.E.O.

Original: Contractor  
Copy: Contract Employee

## CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

### CONTRACTS PROHIBITED

Notwithstanding any other section of the Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisor is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specification; and
4. Profit-making firms or businesses in which the former employees, described in number 3 serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Sharon Argueta Netip  
Vendor Name

Chief Executive Officer  
Vendor Official Title

Sharon Argueta  
Official's Signature

Cert. Of No Conflict of Interest

**FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The Vendor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Vendor also certifies that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process.

Signature  Date Nov 9, 2008



**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All Bidders or Proposers whether a Contractor or Subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder or Proposer is exempted from the Program.

Company Name: <u>We Tip, Inc.</u>			
Company Address: <u>P.O. Box 1296</u>			
City: <u>Rancho Cucamonga</u>	State: <u>CA.</u>	Zip Code: <u>91729</u>	
Telephone Number: <u>909 987-5005</u>			
Solicitation For (Type of Goods or Services): <u>Anonymous Fraud Hotline &amp; Reward Services</u>			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

**Part I: Jury Service Program Is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the proceeding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program. OR

**Part II - Certification of Compliance**

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees or the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Susan Aguilar</u>	Title: <u>Chief Exec. Officer</u>
Signature: <u>Susan Aguilar</u>	Date: <u>11-09-08</u>

## PROSPECTIVE CONTRACTOR REFERENCES

List five (5) References where the same or similar scope of services were provided to credit to meet the Minimum Qualifications stated in the solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
DHL Express	12091 Best Place Sharonville, OH	Joan Bezman	(513) 771-3218	(513) 771-3334
Name or Contract Number	# of Years / Term of Contract	Type of Service		
N/A	19 years/Annual	Internal Hotline		Dollar Amount \$10,000
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
LA Co. WFP&J	12000 Hawthorne Blvd. Hawthorne, CA	Patsy Waggoner	(310) 348-4862	(310) 263-2639
Name or Contract Number	# of Years / Term of Contract	Type of Service		
N/A	20 years/Annual	Welfare Fraud		Dollar Amount \$61,042.72
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Washington Mutual Bank	1201 3 <sup>rd</sup> Ave. Seattle, WA	Barry Himes	(206) 490-1360	(206) 554-7242
Name or Contract Number	# of Years / Term of Contract	Type of Service		
N/A	11 years/Annual	Bank Fraud		Dollar Amount \$25,000
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Ferguson Enterprises	981 Corporate Dr. Portomona, CA	Scott Hewitt	(909) 868-2770	(909) 868-1758
Name or Contract Number	# of Years / Term of Contract	Type of Service		
N/A	9 years/Annual	Internal Hotline		Dollar Amount \$25,000
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
ASCIP	12750 Center Ct. Dr. Ste. 205 Cerritos, CA	Steve Wilmes	(310) 403-4640	(310) 403-4644
Name or Contract Number	# of Years / Term of Contract	Type of Service		
N/A	15 years/Annual	School Safety Hotline		Dollar Amount \$85,000

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm School Insurance Authority	Address of Firm 9805 Geoth Rd. Sacramento, CA 95827	Contact Person Lisa Kenarski	Telephone # (916) 364-1281	Fax # (916) 362-0904
Name or Contract Number N/A	# of Years / Term of Contract 4 years / Annual	Type of Service School Safety	Dollar Amount \$19,440.00	
2. Name of Firm San Bernardino County Illegal Dumping	Address of Firm 385 N. Arrowhead Ave. San Bernardino, Ca. 92415	Contact Person Ignacio Nunez	Telephone # 909-387-4043	Fax # 909-387-4243
Name or Contract Number N/A	# of Years / Term of Contract 2 years/Annual	Type of Service Illegal Dumping	Dollar Amount 15,000.00	
3. Name of Firm SPELLJIF	Address of Firm P. O. Box 449 Marlton, NJ. 08053	Contact Person Bill Ryan	Telephone # 856-446-9140	Fax # (856) 446-9149
Name or Contract Number N/A	# of Years / Term of Contract 1 year/ Annual	Type of Service School Safety	Dollar Amount 3,825.19	
4. Name of Firm West Valley College	Address of Firm 14000 Fruitvale Ave. Saratoga, CA. 95070	Contact Person Phillip Hartley	Telephone # 408-741-2097	Fax # 408-867-5132
Name or Contract Number N/A	# of Years / Term of Contract 3 years / Annual	Type of Service School Safety	Dollar Amount 1,980.00	
5. Name of Firm So Calif Schools Risk Management	Address of Firm 1040 E. Cooley Colton, CA 92324	Contact Person Terry Norwood	Telephone # (909) 387-4277	Fax # (909) 433-9969
Name or Contract Number N/A	# of Years / Term of Contract 9 years/Annual	Type of Service School Safety	Dollar Amount 5,483.82	

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm Pinellas National Forest	Address of Firm Mt. Hough Ranger Dist. 39696 Highway 70 Quincy, CA. 95971	Contact Person Chris Holland	Telephone # 530-283-7646	Fax # 530-280-9383
Name of Contract Number N/A	# of Years / Term of Contract 4 years / Annual	Type of Service Crime Hotline	Dollar Amount 1,000.00	
2. Name of Firm Central Region School Ins. Group	Address of Firm 4101 Tully Rd., Suite 501 Modesto, CA. 95356	Contact Person Christina Stark	Telephone # 209-579-7353	Fax # 209-579-7350
Name of Contract Number N/A	# of Years / Term of Contract 1 year/Annual	Type of Service School Safety	Dollar Amount 5,616.00	
3. Name of Firm Southern School District	Address of Firm 245 Union Ave Holbrook, NY 11741	Contact Person Dan DeCastro	Telephone # (631) 467-8729	Fax # (631) 471-8965
Name of Contract Number N/A	# of Years / Term of Contract 6 years/Annual	Type of Service School Safety	Dollar Amount \$ 2,500	
4. Name of Firm Ventura Self Funding	Address of Firm 5189 Verdugo Way Camarillo, CA 93012	Contact Person Russ Olsen	Telephone # (805) 445-8605	Fax # (805) 445-8613
Name of Contract Number N/A	# of Years / Term of Contract 5 years / Annual	Type of Service School Safety	Dollar Amount 7,456.78	
5. Name of Firm New Jersey School Board Insurance Group	Address of Firm 450 Veterans Dr Burlington, NJ 08016	Contact Person Marty Kalbach	Telephone # (609) 386-6060 ext. 3924	Fax # (609) 386-8877
Name of Contract Number N/A	# of Years / Term of Contract 5 years/Annual	Type of Service School Safety	Dollar Amount 30,000.00	

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm ASCP	Address of Firm 12750 Center Court Dr. Ste 220 Cerritos, CA. 90703	Contact Person Richard Sams	Telephone # 310-403-4644	Fax # 210-403-4644
Name or Contract Number N/A	# of Years / Term of Contract 15 years / Annual	Type of Service School Safety	Dollar Amount 85,000.00	
2. Name of Firm Tyler Insurance	Address of Firm 1225 Main St. El Centro, CA. 92243	Contact Person Daniel Lemus	Telephone # 760-482-2791	Fax # 760-337-8428
Name or Contract Number N/A	# of Years / Term of Contract 6 years / Annual	Type of Service School Safety	Dollar Amount 3,286.10	
3. Name of Firm Southern Calif. Relief	Address of Firm 2555 Crenshaw Blvd., Ste 200 Torrance, Ca. 90501	Contact Person Leslie Delozier	Telephone # 310-212-0225	Fax # 310-212-0300
Name or Contract Number N/A	# of Years / Term of Contract 4 years / Annual	Type of Service School Safety	Dollar Amount 24,169.00	
4. Name of Firm Marcit Insurance	Address of Firm 600 Broadway, Suite 300 Kansas City, MO. 64105	Contact Person Todd Foster	Telephone # 816-474-4140	Fax # 816-474-3099
Name or Contract Number N/A	# of Years / Term of Contract 2 years / Annual	Type of Service School Safety	Dollar Amount 14,000.00	
5. Name of Firm ARCNET	Address of Firm P. O. Box 1028 Banning, CA. 92220	Contact Person Ed Miller	Telephone # 951-922-4844	Fax # 951-769-1546
Name or Contract Number N/A	# of Years / Term of Contract 3 years / Annual	Type of Service Drug Hotline	Dollar Amount 5,000.00	

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm Norristown Area SD	Address of Firm 401 N. Whitehall Rd. Norristown, PA 19403	Contact Person Gary Stahl	Telephone # 610-630-5135	Fax # 610-630-5100
Name or Contract Number N/A	# of Years / Term of Contract 2 years / Annual	Type of Service School Safety	Dollar Amount 1,700.00	
2. Name of Firm Wyoming Project Guardian	Address of Firm 1036 Durango Dr. Douglas, WY. 82633	Contact Person Ernest Johnson	Telephone # 307-351-8614	Fax # 307-358-4315
Name or Contract Number N/A	# of Years / Term of Contract 3 years / 2 years	Type of Service School Safety	Dollar Amount 12,270.00	
3. Name of Firm Cal State Univ. Channel Islands	Address of Firm One University Dr. Camarillo, Ca. 93012	Contact Person Tim Dransart	Telephone # 805-437-8444	Fax # 805-437-8440
Name or Contract Number N/A	# of Years / Term of Contract 1 year/ Annual	Type of Service School Safety	Dollar Amount 1,320.00	
4. Name of Firm Golden State Risk Management Authority	Address of Firm P. O. Box 708 Willows, CA. 95988	Contact Person Scott Schimke	Telephone # 530-934-5633	Fax # 530-934-8133
Name or Contract Number N/A	# of Years / Term of Contract 2 years / Annual	Type of Service School Safety	Dollar Amount 14,600.00	
5. Name of Firm OmniTrans	Address of Firm 1700 West Fifth St. San Bernardino, Ca. 92411	Contact Person Marjorie Ewing	Telephone # 909-379-7261	Fax # 909-379-7461
Name or Contract Number N/A	# of Years / Term of Contract 6 years / Annual	Type of Service Transportation Hotline	Dollar Amount 5,000.00	

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm Northern Calif Relief	Address of Firm 2355 Crenshaw Blvd Ste 200 Torrance, Ca. 90501	Contact Person Leslie Delozier	Telephone # 310-212-0225	Fax # 210-212-0300
Name of Contract Number N/A	# of Years / Term of Contract 1 year / Annual	Type of Service School Safety	Dollar Amount 20,022.00	
2. Name of Firm SIPE	Address of Firm 7455 Morro Rd. Atascadero, CA 93422	Contact Person Garth Majjala	Telephone # 805-460-0280	Fax # 805-460-0286
Name of Contract Number N/A	# of Years / Term of Contract 9 year/Annual	Type of Service School Safety	Dollar Amount 6,773.22	
3. Name of Firm C N A Insurance	Address of Firm 3800 Lacey Road, Suite 8000 Downer Grove, IL. 60515	Contact Person Al Kehe	Telephone # 630-719-3348	Fax # 312-894-3589
Name of Contract Number N/A	# of Years / Term of Contract 5 years / Annual	Type of Service School Safety	Dollar Amount 15,300.00	
4. Name of Firm South Kitsap SD	Address of Firm 1962 Hoover Ave. SE Port Orchard, W.A. 98366	Contact Person Dave LaRose	Telephone # 360-874-7063	Fax # 360-874-7068
Name of Contract Number N/A	# of Years / Term of Contract 3 years / Annual	Type of Service School Safety	Dollar Amount 2,062.00	
5. Name of Firm School Excess Liability Joint Insurance Fund	Address of Firm 51 Everett Dr Ste B-40 West Windsor, NJ. 08550	Contact Person Craig Klein	Telephone # 609-275-9662	Fax # 609-275-9662
Name of Contract Number N/A	# of Years / Term of Contract 1 year / Annual	Type of Service School Safety	Dollar Amount 18,066.52	

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm San Diego IPA	Address of Firm 6401 Linda Vista Rd. San Diego, CA 92111	Contact Person Rick Rinear	Telephone # (858) 292-3871	Fax # (858) 279-6236
Name of Contract Number N/A	# of Years / Term of Contract 7 years / Annual	Type of Service School Safety	Dollar Amount \$ 30,000	
2. Name of Firm Compton SD	Address of Firm 500 S. Santa Fe Ave. Compton, Ca. 90221	Contact Person Chief Taylor	Telephone # 310-639-4321	Fax # 310-537-9076
Name of Contract Number N/A	# of Years / Term of Contract 6 years / Annual	Type of Service School Safety	Dollar Amount 1,500.00	
3. Name of Firm Napa Valley USD	Address of Firm 2425 Jefferson St. Napa, CA. 94558	Contact Person Elena Toscano	Telephone # 707-253-3562	Fax # 707-253-3875
Name of Contract Number N/A	# of Years / Term of Contract 2 years / Annual	Type of Service School Safety	Dollar Amount 2,700.00	
4. Name of Firm Yurok Reservation - Law Enforcement	Address of Firm P. O. Box 5 Klamath, CA. 95548	Contact Person Kevin Pearson	Telephone # 707-482-8185	Fax # 707-482-8375
Name of Contract Number N/A	# of Years / Term of Contract 1 year / Annual	Type of Service Crime Hotline	Dollar Amount 1,500.00	
5. Name of Firm Hoquiam SD	Address of Firm 305 Simpson Ave. Hoquiam, WA. 98550	Contact Person Mike Parker	Telephone # 360-538-8205	Fax # 360-538-8202
Name of Contract Number N/A	# of Years / Term of Contract 2 years / Annual	Type of Service School Safety	Dollar Amount 1,200.00	



### PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm Calif. Charter Schools Assoc. JPA	Address of Firm 818 West 7 <sup>th</sup> St., Suite 910 Los Angeles, Ca. 90017	Contact Person Liliana Uribe	Telephone # 916-847-8474	Fax # 443-279-6798
Name or Contract Number N/A	# of Years / Term of Contract 3 years / Annual	Type of Service School Safety	Dollar Amount 5,167.28	
2. Name of Firm San Bernardino DA	Address of Firm 316 N. Mt. View Ave. San Bernardino, CA. 92415	Contact Person Jane Allen	Telephone # 909-891-3564	Fax # 909-891-3574
Name or Contract Number N/A	# of Years / Term of Contract 7 years / Annual	Type of Service Crime Hotline	Dollar Amount 7,500.00	
3. Name of Firm Chaffey Joint UHSD	Address of Firm 211 W. Fifth St. Ontario, Ca. 91762	Contact Person Sue Churchill	Telephone # 909-988-8511	Fax # 909-467-5229
Name or Contract Number N/A	# of Years / Term of Contract 5 years / Annual	Type of Service School Safety / Workers Comp.	Dollar Amount 3,849.00	
4. Name of Firm Santa Barbara County Education Office	Address of Firm 402 Farnel Rd., Suite M Santa Maria, Ca. 93458	Contact Person Vern Sanborn	Telephone # 805-922-8003	Fax # 805-928-5414
Name or Contract Number N/A	# of Years / Term of Contract 2 years / Annual	Type of Service School Safety	Dollar Amount 5,880.00	
5. Name of Firm Morgan County SD Re-3	Address of Firm 715 W. Platte Ave. Fort Morgan, CO 80701	Contact Person Greg Wagers	Telephone # 970-867-5633	Fax # 970-867-0262
Name or Contract Number N/A	# of Years / Term of Contract 1 year / Annual	Type of Service School Safety	Dollar Amount 1,299.00	

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm Yosemite USD	Address of Firm 50200 Road 427 Oakhurst, Ca. 95644	Contact Person Bill McCabe	Telephone # 559-683-2201	Fax # 559-683-7534
Name or Contract Number N/A	# of Years / Term of Contract 1 year / Annual	Type of Service School Safety	Dollar Amount 1,386.00	
2. Name of Firm Housing Authority Ins. Group	Address of Firm 189 Commerce Ct. Cheshire, CT. 06410-0189	Contact Person Keith Root	Telephone # 203-272-8220	Fax # 203-250-8377
Name or Contract Number N/A	# of Years / Term of Contract 1 year / Annual	Type of Service Crime Hotline	Dollar Amount 5,000.00	
3. Name of Firm Desert Sands USD	Address of Firm 47-950 Dune Palms Rd. La Quinta, Ca. 92253	Contact Person David Gordon	Telephone # 760-771-8611	Fax # 760-771-8614
Name or Contract Number N/A	# of Years / Term of Contract 1 year / Annual	Type of Service School Safety	Dollar Amount 3,543.13	
4. Name of Firm San Carlos Housing Auth.	Address of Firm P. O. Box 740 Peridot, AZ. 85542	Contact Person Mitchell Hoffman	Telephone # 928-475-2346	Fax # 928-475-2349
Name or Contract Number N/A	# of Years / Term of Contract 1 year / Annual	Type of Service Crime Hotline	Dollar Amount 1,500.00	
5. Name of Firm St. Charles Parish Public Schools	Address of Firm 13855 River Rd. Luling, LA. 70070	Contact Person John Rome	Telephone # 985-785-7242	Fax # 985-785-9686
Name or Contract Number N/A	# of Years / Term of Contract 1 year / Annual	Type of Service School Safety	Dollar Amount 2,000.00	

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entries for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm McFarland USD	Address of Firm 601 Second St. McFarland, Ca. 93250	Contact Person Vira Farrel	Telephone # 661-792-3981	Fax # 661-792-2477
Name of Contract Number N/A	# of Years / Term of Contract 2 years / Annual	Type of Service School Safety	Dollar Amount 1,310.00	
2. Name of Firm Pueblo of Jemez Law Enforcement	Address of Firm P. O. Box 708 Jemez Pueblo, NM. 87024	Contact Person Karl Wiese	Telephone # 505-834-0468	Fax # 505-834-0470
Name of Contract Number N/A	# of Years / Term of Contract 1 year / Annual	Type of Service Crime Hotline	Dollar Amount 1,500.00	
3. Name of Firm Southern Kern USD	Address of Firm 3082 Glendower St. Rosamond, Ca. 93360	Contact Person Judith Chase	Telephone # 661-256-5000	Fax # 661-256-6974
Name of Contract Number N/A	# of Years / Term of Contract 1 year / Annual	Type of Service School Safety	Dollar Amount 1,350.00	
4. Name of Firm Laramie County SD #1	Address of Firm 2810 House Ave. Cheyenne, WY. 82001	Contact Person Shauna Smith	Telephone # 307-771-2169	Fax # 307-771-2380
Name of Contract Number N/A	# of Years / Term of Contract 7 years / Annual	Type of Service School Safety	Dollar Amount 1,500.00	
5. Name of Firm Menifee Union SD	Address of Firm 30205 Menifee Rd. Menifee, Ca. 92584	Contact Person Dan Wood	Telephone # 951-672-1851	Fax # 951-679-8157
Name of Contract Number N/A	# of Years / Term of Contract 2 years / Annual	Type of Service School Safety	Dollar Amount 1,782.50	

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm Grand Chute PD	Address of Firm 1900 W. Grand Chute Blvd. Grand Chute, WI. 54913-9613	Contact Person Aaron Schallinger	Telephone # 920-832-1575	Fax # 920-832-1749
Name of Contract Number N/A	# of Years / Term of Contract 5 years / Annual	Type of Service Crime Hotline	Dollar Amount 1,500.00	
2. Name of Firm Lake Elsinore	Address of Firm 130 South Main St. Lake Elsinore, Ca. 92530	Contact Person Robert Brady	Telephone # 951-674-3124	Fax # 951-674-2392
Name of Contract Number N/A	# of Years / Term of Contract 15 years / Annual	Type of Service Crime Hotline	Dollar Amount 1,902.25	
3. Name of Firm Arcadia	Address of Firm P. O. Box 60021 Arcadia, CA 91006	Contact Person William Kelly	Telephone # 626-574-5401	Fax # 626-446-5729
Name of Contract Number N/A	# of Years / Term of Contract 15 years / Annual	Type of Service Crime Hotline	Dollar Amount 3,250.00	
4. Name of Firm Wrightwood	Address of Firm P. O. Box 1690 Wrightwood, Ca. 92397	Contact Person Sandy Gibson	Telephone # 760-249-3163	Fax # 760-249-3220
Name of Contract Number N/A	# of Years / Term of Contract 15 years / Annual	Type of Service Crime Hotline	Dollar Amount 300.00	
5. Name of Firm Apple Valley	Address of Firm 14955 Dale Evans Parkway Apple Valley, Ca. 92307	Contact Person Bruce Williams	Telephone # 760-240-7000	Fax # 760-247-3885
Name of Contract Number N/A	# of Years / Term of Contract 15 years / Annual	Type of Service Crime Hotline	Dollar Amount 3,261.45	

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Chino	P. O. Box 667 Chino, Ca. 91708-0667	Glen Rojas	909-591-9806	909-591-6829
Name of Contract Number	# of Years / Annual	Type of Service	Crime Hotline	Dollar Amount
N/A	15 years / Annual			3,900.00
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
El Monte	11333 Valley Blvd. El Monte, CA 91731	James Mussenden	626-580-2001	626-453-3612
Name of Contract Number	# of Years / Term of Contract	Type of Service	Crime Hotline	Dollar Amount
N/A	15 years / Annual			6,000.00
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Hesperia	9393 Santa Fe Ave. Hesperia, Ca. 92345	Captain Joe Cusimano	760-947-1521	760-947-1598
Name of Contract Number	# of Years / Term of Contract	Type of Service	Crime Hotline	Dollar Amount
N/A	12 years / Annual			4,232.25
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Montclair	5111 Benito St. Montclair, Ca. 91762	Mario Orioli	909-625-9466	909-627-1685
Name of Contract Number	# of Years / Term of Contract	Type of Service	Crime Hotline	Dollar Amount
N/A	15 years / Annual			1,825.00
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Pico Rivera	P. O. Box 1016 Pico Rivera, Ca. 90660-1016	Michelle Ramirez	562-801-4388	562-949-7506
Name of Contract Number	# of Years / Term of Contract	Type of Service	Crime Hotline	Dollar Amount
N/A	15 years / Annual			3,364.40

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm Rancho Cucamonga	Address of Firm P. O. Box 807 Rancho Cucamonga, Ca. 91729	Contact Person Jack Lam	Telephone # 909-477-2700	Fax # 909-477-2049
Name or Contract Number N/A	# of Years / Term of Contract 15 years / Annual	Type of Service Crime Hotline	Dollar Amount 7,740.00	
2. Name of Firm Riverside	Address of Firm 4102 Orange St. Riverside, Ca. 92501	Contact Person Chief Russ Leach	Telephone # 951-826-5940	Fax # 951-353-7224
Name or Contract Number N/A	# of Years / Term of Contract 12 years / Annual	Type of Service Crime Hotline	Dollar Amount 14,500.00	
3. Name of Firm Rosemead	Address of Firm P. O. Box 399 Rosemead, Ca. 91770	Contact Person Andy Lazzaretto	Telephone # 626-569-2100	Fax # 626-307-9218
Name or Contract Number N/A	# of Years / Term of Contract 15 years / Annual	Type of Service Crime Hotline	Dollar Amount 2,859.45	
4. Name of Firm San Bernardino PD	Address of Firm 710 N. "D" St. San Bernardino, Ca. 92401	Contact Person Julie Jensen	Telephone # 909-384-5694	Fax # 909-388-4838
Name or Contract Number N/A	# of Years / Term of Contract 12 years / Annual	Type of Service Crime Hotline	Dollar Amount 10,227.60	
5. Name of Firm San Dimas	Address of Firm 270 W. Walnut San Dimas, Ca. 91773	Contact Person Deputy Mac Kenzie	Telephone # 909-450-2741	Fax # 909-450-2893
Name or Contract Number N/A	# of Years / Term of Contract 10 years / Annual	Type of Service Crime Hotline	Dollar Amount 1,890.00	

### PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm PERMA	Address of Firm 77-670 Springfield Lane, Ste 1A Palm Desert, Ca. 92211	Contact Person Scott Ellerbrock	Telephone # 760-360-4966	Fax # 760-360-3264
Name of Contract Number N/A	# of Years / Term of Contract 9 years / Annual	Type of Service Crime Hotline	Dollar Amount 14,991.00	
2. Name of Firm L.A. County, 5 <sup>th</sup> District	Address of Firm Chief Admin. Off. 500 West Temple St. Los Angeles, Ca. 90012	Contact Person Anna Pernbedion	Telephone # 213-974-5555	Fax # 213-217-5112
Name of Contract Number 05-26	# of Years / Term of Contract 7 years / Annual	Type of Service Crime Hotline	Dollar Amount 8,000.00	
3. Name of Firm Canyon Lake	Address of Firm 31516 Railroad Canyon Rd. Canyon Lake, Ca. 92587	Contact Person Lori Moss	Telephone # 951-244-2955	Fax # 951-246-2022
Name of Contract Number N/A	# of Years / Term of Contract 2 years / Annual	Type of Service Crime Hotline	Dollar Amount 1,500.00	
4. Name of Firm Monterey County Sheriffs Dept.	Address of Firm 1414 Natividad Rd. Room 103 Salinas, Ca. 93906	Contact Person Sheriff Mike Kanalskis	Telephone # 831-755-3700	Fax # 831-755-3828
Name of Contract Number N/A	# of Years / Term of Contract 1 year / Annual	Type of Service Crime Hotline	Dollar Amount 6,015.00	
5. Name of Firm Tippacanoe County	Address of Firm 301 Main St. Lafayette, IN. 47901	Contact Person Kathryn Redd	Telephone # 765-337-6503	Fax # 765-423-4155
Name of Contract Number N/A	# of Years / Term of Contract 1 year / Annual	Type of Service Crime Hotline	Dollar Amount 10,000.00	

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Oreida and Villas Counties	Minocqua PD 418 E. Chicago Ave. Minocqua, WI. 54548	Chief Andy Gee	715-361-5109	715-361-5112
Name or Contract Number	# of Years / Term of Contract	Type of Service	Dollar Amount	
N/A	1 year / Annual	Crime Hotline	3,550.00	
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
San Bernardino Sheriffs Dept.	655 East 3 <sup>rd</sup> St San Bernardino, Ca. 92415	Sheriff Gary Penrod	909-387-3669	909-387-3402
Name or Contract Number	# of Years / Term of Contract	Type of Service	Dollar Amount	
N/A	8 years / Annual	Crime Hotline	15,000.00	
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Appleton, WI	Appleton PD 222 S. Walnut St Appleton, WI. 54911	Lt. Mike Gostisha	920-832-5542	920-832-5553
Name or Contract Number	# of Years / Term of Contract	Type of Service	Dollar Amount	
N/A	7 years / Annual	Crime Hotline	4,320.00	
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Fitchburg, MA.	133 Prichard St. Fitchburg, MA. 01420	Chief Robert DeMoura	978-345-9648	978-342-7608
Name or Contract Number	# of Years / Term of Contract	Type of Service	Dollar Amount	
N/A	1 year / Annual	Crime Hotline	2,580.00	
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Upland PD	1499 W. 13 <sup>th</sup> St. Upland, Ca. 91785	Chief Steve Adams	909-946-7624	909-931-4358
Name or Contract Number	# of Years / Term of Contract	Type of Service	Dollar Amount	
N/A	11 years / Annual	Crime Hotline	3,721.00	



PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm Ontario PD	Address of Firm 2500 S. Archibald Ave. Ontario, Ca. 91761	Contact Person Chief James Doyle	Telephone # 909-395-2708	Fax # 909-395-2709
Name or Contract Number N/A	# of Years / Term of Contract 12 years / Annual	Type of Service Crime Hotline	Dollar Amount 8,370.10	
2. Name of Firm Covina PD	Address of Firm 444 N. Citrus Ave. Covina, Ca. 91723	Contact Person Chief Kim Raney	Telephone # 626-858-4413	Fax # 626-858-4401
Name or Contract Number N/A	# of Years / Term of Contract 11 years / Annual	Type of Service Crime Hotline	Dollar Amount 2,962.68	
3. Name of Firm Bellflower;	Address of Firm 16600 Civic Center Dr. Bellflower, Ca. 90706-5494	Contact Person Joel Hockman	Telephone # 562-804-1424	Fax # 562-925-8660
Name or Contract Number N/A	# of Years / Term of Contract 12 years / Annual	Type of Service Crime Hotline	Dollar Amount 3,900.00	
4. Name of Firm Colton PD.	Address of Firm 650 North LaCadena Dr. Colton, Ca. 92324	Contact Person Ray Briones	Telephone # 909-514-4229	Fax # 909-870-5158
Name or Contract Number N/A	# of Years / Term of Contract 4 years / Annual	Type of Service Crime Hotline	Dollar Amount 3,060.00	
5. Name of Firm Commerce	Address of Firm 2535 Commerce Way Commerce, Ca. 90040	Contact Person Robert Chavez	Telephone # 323-887-4460	Fax # 323-888-2483
Name or Contract Number N/A	# of Years / Term of Contract 3 years / Annual	Type of Service Crime Hotline	Dollar Amount 1,600.00	

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm Greenfield, WI	Address of Firm 3300 W. Layton Ave. Greenfield, WI 53220	Contact Person Brad Wendlandt	Telephone # 414-761-5355	Fax # 414-761-5351
Name or Contract Number 200808827	# of Years / Term of Contract 1 year / Annual	Type of Service Crime Hotline	Dollar Amount 2,169.00	
2. Name of Firm Greenfield PD	Address of Firm P. O. Box 306 Greenfield, CA 93927	Contact Person Chief Joe Grebmeier	Telephone # 831-674-5111	Fax # 831-674-3747
Name or Contract Number N/A	# of Years / Term of Contract 2 years / Annual	Type of Service Crime Hotline	Dollar Amount 750.00	
3. Name of Firm Gonzales PD	Address of Firm P. O. Box 647 Gonzales, CA 95926	Contact Person Chief Paul Miller	Telephone # 831-625-5010	Fax # 831-675-3205
Name or Contract Number N/A	# of Years / Term of Contract 2 years / Annual	Type of Service Crime Hotline	Dollar Amount 756.00	
4. Name of Firm Fontana PD	Address of Firm 17005 Upland Ave. Fontana, Ca. 92335	Contact Person Chief Larry Clark	Telephone # 909-350-7702	Fax # 909-356-7111
Name or Contract Number N/A	# of Years / Term of Contract 15 years / Annual	Type of Service Crime Hotline	Dollar Amount 7,900.00	
5. Name of Firm Pomona PD	Address of Firm 490 W. Mission Blvd. Pomona, Ca. 91766	Contact Person Chief James Lewis	Telephone # 909-620-1214	Fax # 909-620-2259
Name or Contract Number N/A	# of Years / Term of Contract 5 years / Annual	Type of Service Crime Hotline	Dollar Amount 9,675.42	

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm Irwindale	Address of Firm 5050 N. Irwindale Ave. Irwindale, CA. 91706	Contact Person Robert Barnes	Telephone # 626-962-3601	Fax # 626-856-0471
Name of Contract Number N/A	# of Years / Term of Contract 3 years / Annual	Type of Service Crime Hotline	Dollar Amount 1,500.00	
2. Name of Firm King City PD	Address of Firm 415 Bassett St. King City, CA. 93930	Contact Person Captain Nick Baldiviez	Telephone # 831-385-4848	Fax # 831-385-4976
Name of Contract Number N/A	# of Years / Term of Contract 2 years / Annual	Type of Service Crime Hotline	Dollar Amount 1,500.00	
3. Name of Firm Hollister/San Benito County	Address of Firm 395 Apollo Ct. Hollister, CA. 95023-2508	Contact Person Capt. Bob Brooks	Telephone # 831-638-4111	Fax # 831-636-4339
Name of Contract Number N/A	# of Years / Term of Contract 1 year / Annual	Type of Service Crime Hotline	Dollar Amount 3,351.00	
4. Name of Firm Folsom PD	Address of Firm 46 Natoma St. Folsom, CA. 95630	Contact Person Michelle Beattie	Telephone # 916-717-2664	Fax # 916-565-6742
Name of Contract Number N/A	# of Years / Term of Contract 6 years / Annual	Type of Service Crime Hotline	Dollar Amount 3,147.25	
5. Name of Firm Chino Hills PD	Address of Firm 20001 Grand Ave. Chino, CA. 91709	Contact Person Lora Christanson	Telephone # 909-364-2600	Fax # 909-364-2725
Name of Contract Number N/A	# of Years / Term of Contract 5 years / Annual	Type of Service Crime Hotline	Dollar Amount 4,044.85	

### PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm Hawthorne	Address of Firm 4455 West 126 <sup>th</sup> St. Hawthorne, Ca. 90250	Contact Person Jag Patharana	Telephone # 310-970-7149	Fax # 310-676-7129
Name of Contract Number N/A	# of Years / Term of Contract 4 years / Annual	Type of Service Crime Hotline	Dollar Amount 5,170.38	
2. Name of Firm Rialto PD	Address of Firm 128 N. Willow Ave. Rialto, CA. 92376	Contact Person Sgt. Andy Karol	Telephone # 909-822-2885	Fax # 909-421-7215
Name of Contract Number N/A	# of Years / Term of Contract 3 years / Annual	Type of Service Crime Hotline	Dollar Amount 5,951.34	
3. Name of Firm Dodge County Sheriff's Dept.	Address of Firm 141 N. Main St. Juneau, WI. 53039	Contact Person Sheriff Todde Nehls	Telephone # 920-986-3726	Fax # 920-386-3742
Name of Contract Number N/A	# of Years / Term of Contract 2 years / Annual	Type of Service Crime Hotline	Dollar Amount 5,200.00	
4. Name of Firm Baldwin Park PD	Address of Firm 14403 E. Pacific Ave. Baldwin Park, CA. 91706	Contact Person Capt. Michael Taylor	Telephone # 626-960-4011	Fax # 626-338-5545
Name of Contract Number N/A	# of Years / Term of Contract 12 years / Annual	Type of Service Crime Hotline	Dollar Amount 3,950.00	
5. Name of Firm Soledad PD	Address of Firm P. O. Box 606 Soledad, CA. 93960	Contact Person Chief Richard Cox	Telephone # 831-223-5131	Fax # 831-678-3575
Name of Contract Number N/A	# of Years / Term of Contract 2 years / Annual	Type of Service Crime Hotline	Dollar Amount 1,500.00	

### PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm Jefferson Co Sheriff's Dept.	Address of Firm 411 South Center Ave. Jefferson, WI 53549	Contact Person Sheriff Paul Millbrath	Telephone # 920-674-7310	Fax # 920-674-7126
Name or Contract Number N/A	# of Years / Term of Contract 10 years / Annual	Type of Service Crime Hotline	Dollar Amount 3,667.00	
2. Name of Firm Hawaiian Gardens	Address of Firm 2181 S Pioneer Blvd. Hawaiian Gardens, CA 90716	Contact Person Patrick Goode	Telephone # 562-908-6288	Fax # 562-695-2120
Name or Contract Number N/A	# of Years / Term of Contract 10 years / Annual	Type of Service Crime Hotline	Dollar Amount 1,000.00	
3. Name of Firm Santa Monica PD	Address of Firm 333 Olympic Dr. Santa Monica, CA 90401	Contact Person Sgt. Henry Ramirez	Telephone # 310-458-8480	Fax # 310-393-5051
Name or Contract Number 13594	# of Years / Term of Contract 6 years / Annual	Type of Service Crime Hotline	Dollar Amount 5,000.00	
4. Name of Firm Milwaukee County, WI.	Address of Firm 770 N. Water St. Milwaukee, WI 53202	Contact Person Capt. Tim Burkee	Telephone # 414-765-8284	Fax # 414-935-7120
Name or Contract Number N/A	# of Years / Term of Contract 3 years / Annual	Type of Service Crime Hotline	Dollar Amount 17,500.00	
5. Name of Firm Bell Gardens	Address of Firm 7100 South Garfield Ave. Bell Gardens, CA 90201	Contact Person Chief Keith Kilmer	Telephone # 562-806-7690	Fax # 562-806-7690
Name or Contract Number N/A	# of Years / Term of Contract 11 years / Annual	Type of Service Crime Hotline	Dollar Amount 2,500.00	

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm Cerritos	Address of Firm P. O. Box 3130 Cerritos, CA. 90703	Contact Person Greg Berg	Telephone # 562-860-0311	Fax # 562-916-1373
Name or Contract Number N/A	# of Years /Term of Contract 12 years / Annual	Type of Service Crime Hotline	Dollar Amount 2,763.00	
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract Number	# of Years /Term of Contract	Type of Service	Dollar Amount	
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract Number	# of Years /Term of Contract	Type of Service	Dollar Amount	
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract Number	# of Years /Term of Contract	Type of Service	Dollar Amount	
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract Number	# of Years /Term of Contract	Type of Service	Dollar Amount	

# PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List of all public entities for which the Contractor has provided services within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm L.A. County WFP&I	Address of Firm 12000 S. Hawthorne Blvd. Hawthorne, Ca. 90250	Contact Person Patsy Waggoner	Telephone # 310-549-4582	Fax # 310-263-2639
Name or Contract Number N/A	# of Years / Term of Contract 20 years/3 years	Type of Service Welfare Fraud	Dollar Amount 184,926.92	
2. Name of Firm BLA-NIFC	Address of Firm 3833 S. Development Ave. Boise, ID. 93705	Contact Person Sam Scranton	Telephone # 405-833-4361	Fax # 208-433-6543
Name or Contract Number SKF12308007	# of Years / Term of Contract 12 years / Annual	Type of Service Arson Hotline	Dollar Amount 35,000.00	
3. Name of Firm Escondido UHSD	Address of Firm 302 N. Midway Dr. Escondido, Ca. 92027	Contact Person Robert Clay	Telephone # (760) 297-3200	Fax # (760) 739-7520
Name or Contract Number N/A	# of Years / Term of Contract 2 years / Annual	Type of Service School Safety	Dollar Amount 1,800.00	
4. Name of Firm Sierra Self Insurance Services	Address of Firm 10565 Brunswick Rd., Suite 11 Grass Valley, Ca. 95945	Contact Person Mike Bryant	Telephone # (530) 274-7213	Fax # (530) 273-6459
Name or Contract Number N/A	# of Years / Term of Contract 5 years / Annual	Type of Service School Safety	Dollar Amount 7,343.92	
5. Name of Firm North Bay Schools Ins Auth.	Address of Firm 380 A. Chadbourne Rd. Fairfield, CA 94534-9636	Contact Person Ron Cohea	Telephone # 707-428-1830	Fax # 707-428-1848
Name or Contract Number N/A	# of Years / Term of Contract 3 years / Annual	Type of Service School Safety	Dollar Amount 5,828.88	

## BIDDER'S/OFFEROR'S EEO CERTIFICATION

Bidder's/Offeror's Name: Susan Aguilera (WETA)  
 Address: P.O. Box 1246, Rancho Dominguez, Ca. 91227  
 Internal Revenue Service Employer Identification Number: 952775100

## GENERAL

In accordance with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

## BIDDER'S/OFFEROR'S CERTIFICATION

(Circle one)

1. The bidder/offeree has a written policy statement prohibiting discrimination in all phases of employment. ☒ Yes ☐ No
2. The bidder/offeree periodically conducts a self-analysis or utilization analysis of its work force. ☒ Yes ☐ No
3. The bidder/offeree has a system for determining if its employment practices are discriminatory against protected groups. ☒ Yes ☐ No
4. Where problem areas are identified in employment practices, the bidder/offeree has a system for taking reasonable corrective action to include the establishment of goals or timetables. ☒ Yes ☐ No

Name and Title of Signer: Susan Aguilera CEO  
Susan Aguilera Nov 9, 2008  
 Signature Date



**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION**Bidder's/Offeror's Name: WETIP INC.Address: P.O. BOX 1296 RANCHO CUCAMONCA, CA 91729-1296Internal Revenue Service Employer Identification Number: 952775100**GENERAL**

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**BIDDER'S/OFFEROR'S CERTIFICATION**

(Circle one)

1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits.

☒ Yes ☐ No

2. The bidder/offeror periodically monitors the equal provision of services to services to ensure nondiscrimination.

☒ Yes ☐ No

3. Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time.

☒ Yes ☐ NoName and Title of Signer: SUSAN AGUILAR, C.E.O.

Susan Aguilar  
Signature

Nov-9-2008  
Date

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (LAC/CBE) PROGRAM

CBE FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All Proposers responding to the solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR § 23.5.

I. TYPE OF BUSINESS STRUCTURE: NON-PROFIT

(Non-profit, Corporation, Partnership, Joint Venture, Sole Proprietorship.) If you are a non-profit, please skip sections II through V, fill in the name of the firm, and sign page two of this form.

II. TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): \_\_\_\_\_

III. CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff,  
Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS		MANAGERS		STAFF	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latin American						
Asian American						
American Indian/Alaskan Native						
White						

IV. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latin American	Asian American	American Indian/Alaskan Native	White
Men	%	%	%	%	%
Women	%	%	%	%	%

V. CERTIFICATION AS MINORITY, WOMEN-OWNED, DISADVANTAGED AND DISABLED VETERANS BUSINESS ENTERPRISES: Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veteran's business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification).

	M	W	D	DV	
Agency _____	_____	_____	_____	_____	Expiration Date: _____
Agency _____	_____	_____	_____	_____	Expiration Date: _____

LEGEND: M = Minority      W = Women-Owned      D = Disadvantaged      DV = Disabled Veterans

**CBE SANCTIONS**

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

1. **A person or business shall not:**

- a) Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purpose of this article.
- b) Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County Official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women-owned business enterprise, or both.
- c) Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigation the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
- d) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.

2. Any person or business that violates paragraph (1) shall be suspended from proposing on, or participating as contractor, sub-contractor, or supplier in, any County contract or project for a period of three (3) years.

3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a sub-contractor suspended for violation this section during the period of the person's or business' suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm

WeTIP INC.

Signature/Title Susan Aguilera

C.E.O. - -

## PROSPECTIVE CONTRACTOR EXPERIENCE AND CAPABILITY


Statement of Type of Entity and List of Principals/Owners:	
Sole Proprietor 501(c)(3) / Susan Aguilar / Bonnie Luheck	
Proof of Authority to Conduct Business in California:	
7236165-1 / 00053265	
3a. Number of Years in Business Under The Present Business Name:	
10	
3b. Related Prior Business Names:	
N/A	
4. State of Incorporation if Applicable:	
CA	
Number of Employees Within the Organization:	
20	
Health Plan Available to Employees? No [ ] Yes [x] If Yes, State Name of Plan:	
Kaiser / Net / Kaiser	
5. Nature of Licenses Held:	
Lic. Prof. 501(c)(3)	
7. Years of Experience Providing the Required, Equivalent or Similar Services:	
15	
Statement Regarding Type of Firm [ ]	
Nonprofit [x] or Profit [ ] Public [ ] or Private [ ] (Private Corporation [ ] or Partnership [ ])	
Details of Failure or Refusals to Complete a Contract:	
N/A	
10. Controlling and/or Financial Interest in Any Other Firms Providing Similar Service?	
No [x] Yes [ ]	
If Yes, List Name/s of Firm/s:	
11. Any Pending Litigation? No [x] Yes [ ] If Yes, State Nature and Principal Officers:	
12. Names of Persons Associated in Business as Partners or Associates Within The Last 5 Years:	
See Attachment 1	
13a. List of Contracts Completed and/or Major Customers During The Last Five Years including Name, Address and Telephone Numbers of Person to Contact:	
See Attachment 1	
13b. List of Previous COUNTY Contracts Which Provided Equivalent or Similar Services, Year Completed, Dollar Amount, and COUNTY Department:	
See Attachment 2	

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE  
OF CIVIL RIGHTS RESOLUTION AGREEMENT  
WITH THE LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, « Company Name », agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, « Company Name », also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulation, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, « Company Name » agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, « Company Name » agrees to comply with the requirements of the Resolution Agreement and « Company Name » understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirement of the Resolution Agreement.

By signing this form, we, « Company Name », agree to the aforementioned.



Director's Signature (Contractor)



Date

---

P.O. BOX 1296 RANCHO CUCAMONGA, CA. 91729-1296  
Contractor's Address

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIERED  
COVERED TRANSACTION (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, suspension, ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transaction (45 C.F.R. Part 76)

1. This certification is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarment,” “suspended,” “ineligible,” “lower tiered covered transaction,” “participant,” “person,” “primary covered transaction,” principal, “proposal,” and “voluntary excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction (45 C.F.R. Part 76),” as set forth in the text of the Sample Contract attached to the RFP, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not proposed for a debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

Proposer acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non procurement Programs.

2. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

3. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

4. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or securing federally funded contracts. The written explanation shall provide that person's or those person's job description(s) and function(s) as they relate to the Contract which is being solicited by this Request for Proposals.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction (48 C.F.R. Part 76)**

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principal or subcontractor is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Print Name of Authorized Representative

**Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT ORDINANCE**

Page 1 of 4

**2.202.010 Findings and declarations.**

The board of supervisors finds that, in order to promote integrity in the COUNTY's contracting processes and to protect the public interest, the COUNTY's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.020 Definitions.**

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the COUNTY for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the County of Los Angeles, any public entities for which the Board of Supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted COUNTY contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors. (Ord. 2000-0011 § 1 (part), 2000.)



**Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT ORDINANCE**

**2.202.030 Determination of Contractor Non-Responsibility.**

- A. Prior to a contract being awarded by the COUNTY, the COUNTY may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the COUNTY determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.
- B. The COUNTY may declare a contractor to be non-responsible for purposes of a particular contract if the COUNTY, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the COUNTY or any other public entity.
- C. Before making a determination of non-responsibility pursuant to this chapter, the Department Head shall give written notice to the CONTRACTOR of the basis for the proposed non-responsibility determination, and shall advise the CONTRACTOR that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the Department Head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The CONTRACTOR and/or attorney or other authorized representative of the CONTRACTOR shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the Department Head shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Department Head. A non-responsibility finding shall become final upon approval by the Board of Supervisors.
- D. The decision by the COUNTY to find a CONTRACTOR non-responsible for a particular contract is within the discretion of the COUNTY. The seriousness and extent of the CONTRACTOR's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the COUNTY in determining whether a CONTRACTOR should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000).

**Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT ORDINANCE**

**2.202.040 Debarment of Contractors.**

- A. The COUNTY may debar a CONTRACTOR who has an existing contract with the COUNTY and/or a CONTRACTOR who has submitted a bid or proposal for a new contract with the COUNTY.
- B. The COUNTY may debar a CONTRACTOR if the COUNTY finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.
- C. Before making a debarment determination pursuant to this chapter, the Department Head shall give written notice to the CONTRACTOR of the basis for the proposed debarment, and shall advise the CONTRACTOR that a debarment hearing will be scheduled on a date certain. The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or attorney or other authorized representative must be given an opportunity to appear at the hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board. A debarment finding shall become final upon the approval of the Board of Supervisors.
- D. The decision by the COUNTY to debar a CONTRACTOR is within the discretion of the COUNTY. The seriousness and extent of the CONTRACTOR's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the COUNTY in making any debarment decision. Upon a debarment finding by the Board of Supervisors, the COUNTY shall have the right, in its discretion, to determine the length that the CONTRACTOR may be prohibited from bidding upon and being awarded a new contract with the COUNTY, which period may not exceed three years. In addition, upon a debarment finding by the Board of Supervisors, the COUNTY may, in its discretion, terminate any or all existing contracts the CONTRACTOR may have with the COUNTY. In the event that any existing contract is terminated by the COUNTY, the COUNTY shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

**Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT ORDINANCE**

**2.202.050 Pre-emption.**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

**2.202.060 Severability.**

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

# **CHARITABLE CONTRIBUTIONS CERTIFICATION**

## **CHARITABLE CONTRIBUTIONS CERTIFICATION**

De Tip, Inc.  
 Company Name  
P.O. Box 1296 Rancho Cucamonga CA 91729  
 Address  
95-2775100  
 Internal Revenue Service Employer Identification Number  
CT-25896  
 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☒ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Susan Aguilar  
Signature

Nov 9, 2008  
Date

Susan Aguilar Chief Exec. Officer  
Name and Title of Signer (please print)

### ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

☒ YES (subject to verification by County) ☐ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

☒ YES ☐ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

☒ YES ☐ NO ☐ N/A (Program not available)

Proposer Organization: VELTIP, Inc.

Signature: [Signature]

Print Name: Ramon Aguilar

Title: Chief Exec. Officer

Date: 11-07-08

Tel #: 909 987-5705 ext 247

Fax #: 909 987-2477

**Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: Wetip, Inc.

CAGE CODE: \_\_\_\_\_

NAICS CODE: \_\_\_\_\_

- ☐ As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ The NAICS Code shown corresponds to the services in this solicitation.
- ☐ Attached is my CCR certification page.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owner): <u>25</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American				1		1
Hispanic/Latino				4	2	5
Asian or Pacific Islander						1
American Indian						
Filipino						
White		2		2		7

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

NIA

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

NIA

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>Susan Aguilar</u>	Authorized Signature <u>Susan Aguilar</u>	Title <u>CEO</u>	Date <u>11-9-08</u>
---	--	---------------------	------------------------

REQUIRED FORMS  
PROPOSER'S ORGANIZATION QUESTIONNAIRE / AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation:

\_\_\_\_\_  
Name State Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

\_\_\_\_\_  
N/A

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration.

Name	County of Registration	Year became DBA
_____ N/A	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? If yes,

Name of parent firm \_\_\_\_\_ N/A

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____ N/A	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name, if not applicable, so indicate below.

\_\_\_\_\_  
N/A

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal as listed below.

(List each minimum requirement stated in Paragraph 1.4)

Check the appropriate boxes:

☒ Yes    ☐ No    \_\_\_\_\_ years experience, within the last \_\_\_\_\_ years

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

\_\_\_\_\_  
WeTip, Inc.

Address:

\_\_\_\_\_  
P.O. Box 1296, Rancho Cucamonga, CA, 91729

E-mail address: susanaguilar@wetip.com Telephone number: 909-987-5005 x249

Fax number: 909-987-2477

On behalf of WeTip, Inc. (Proposer's name), I Susan Aguilar  
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Susan Aguilar  
Signature

95-2775100  
Internal Revenue Service  
Employer Identification Number

Chief Exec. Officer  
Title

22362651  
California Business License Number

Nov 9, 2008  
Date

51386201  
County WebVen Number



**LIVING WAGE PROGRAM (SECTION G)**  
**MODEL CONTRACTOR STAFFING PLAN**

Staffing Plan:

Kristen Arnel, Contract Manager  
6 years employment with WeTip  
Tip Operator – 1 year  
Corporate Marketing – 5 years  
Contract Manager – 2 years

Debbie Rivera, Quality Control  
20 years employment with WeTip  
Tip Operator – 3 years  
Tip Operations Manager – 13 years  
Quality Control Manager – 10 years

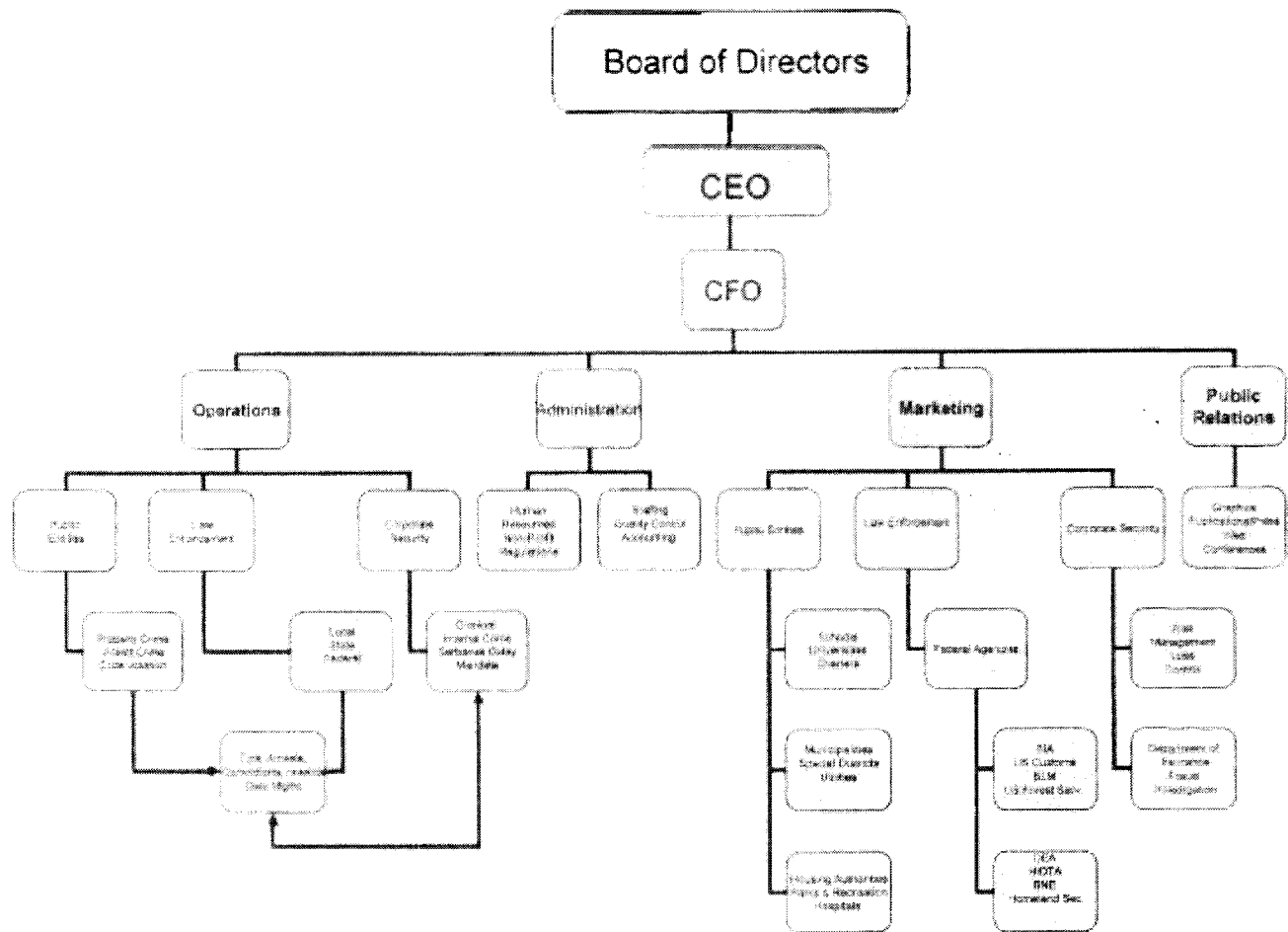
Jennifer Underhill, Human Resources Manager  
8 years employment with WeTip  
Tip Operations – 3 years  
Accounting – 3 years  
Human Resources – 2 years

Gabrielle Aguilar, Public Relations Manager  
10 years employment with WeTip  
Fundraising Department Coordinator – 10 years  
Public Relations Manager – 1 year

Please see attached document:  
Outline of organizational structure in providing services

Staff Training:

New staff members are trained in detail by the Tip Operations Manager. They are trained in all areas of Operator duties, including but not limited to, answering calls, filling out tip report forms and calling tips in to appropriate agencies. Existing staff members are provided with ongoing training when necessary. Should there be new contracts or changes in existing contracts the operators are then trained in the area of change and are given the changes in writing.



PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

CONTRACTORS NAME: WeTip, Inc.

List of all contracts that have been terminated within the past (3) years.

<b>1. Name of Firm</b> Morgan County SD #3	<b>Address of Firm</b> 715 W. Platte Ave Fort Morgan, CO. 80701	<b>Contact Person</b> Greg Wagets	<b>Telephone #</b> (970) 867-5633	<b>Fax #</b> (970) 867-0262
<b>Name of Contract No.</b> N/A	<b>Reason for Termination:</b> Budget Cuts			
<b>2. Name of Firm</b> Yosemite USD	<b>Address of Firm</b> 50200 Road 427 Oakhurst, CA. 93644	<b>Contact Person</b> Bill McCabe	<b>Telephone #</b> (559) 683-2201	<b>Fax #</b> (559) 683-7534
<b>Name of Contract No.</b> N/A	<b>Reason for Termination:</b> Budget Cuts			
<b>3. Name of Firm</b> Housing Authority Ins Group	<b>Address of Firm</b> 189 Commerce Ct. Cheshire, CT. 06410-0189	<b>Contact Person</b> Keith Root	<b>Telephone #</b> (203) 272-8220	<b>Fax #</b> (203) 250-8377
<b>Name of Contract No.</b> N/A	<b>Reason for Termination:</b> Budget Cuts			
<b>4. Name of Firm</b> San Carlos HA	<b>Address of Firm</b> P. O. Box 740 Peridot, AZ. 85542	<b>Contact Person</b> Mitchell Hoffman	<b>Telephone #</b> (928) 475-2346	<b>Fax #</b> (928) 475-2349
<b>Name of Contract No.</b> N/A	<b>Reason for Termination:</b> Budget Cuts			

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

CONTRACTORS NAME: WeTip, Inc.

List of all contracts that have been terminated within the past (3) years.

<b>1. Name of Firm</b> St. Charles Parish Public Schools	<b>Address of Firm</b> 13855 River Rd. Luling, L.A. 70070	<b>Contact Person</b> John Rome	<b>Telephone #</b> (985)785-7242	<b>Fax #</b> (985)785-9686
<b>Name of Contract No.</b> N/A	<b>Reason for Termination:</b> Budget Cuts			
<b>2. Name of Firm</b> McFarland USD	<b>Address of Firm</b> 601 Second St. McFarland, CA. 93250	<b>Contact Person</b> Vira Farrel	<b>Telephone #</b> (661)792-3081	<b>Fax #</b> (661)792-2477
<b>Name of Contract No.</b> N/A	<b>Reason for Termination:</b> Budget Cuts			
<b>3. Name of Firm</b> Pueblo of Jemez Law Enforcement	<b>Address of Firm</b> P. O. Box 708 Jemez Pueblo, NM. 87024	<b>Contact Person</b> Karl Wiese	<b>Telephone #</b> (505)834-0468	<b>Fax #</b> (505)834-0470
<b>Name of Contract No.</b> N/A	<b>Reason for Termination:</b> Budget Cuts			
<b>4. Name of Firm</b> So. Kern USD	<b>Address of Firm</b> 3082 Glendower St. Rosamond, CA. 93560	<b>Contact Person</b> Judith Chase	<b>Telephone #</b> (661)256-5000	<b>Fax #</b> (661)256-6974
<b>Name of Contract No.</b> N/A	<b>Reason for Termination:</b> Budget Cuts			

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

CONTRACTORS NAME: Welfin, Inc.

List of all contracts that have been terminated within the past (3) years.

<b>1. Name of Firm</b> Folsom PD	<b>Address of Firm</b> 46 Natomia St. Folsom, CA. 95630	<b>Contact Person</b> Michelle Beattie	<b>Telephone #</b> (916)717-2664	<b>Fax #</b> (916)565-6742
<b>Name or Contract No.</b> N/A	<b>Reason for Termination:</b> Budget Cuts			
<b>2. Name of Firm</b> Milwaukee County	<b>Address of Firm</b> 770 N. Water St. Milwaukee, WI. 53202	<b>Contact Person</b> Capt. Tim Burkee	<b>Telephone #</b> (414)765-8284	<b>Fax #</b> (414)935-7120
<b>Name or Contract No.</b> N/A	<b>Reason for Termination:</b> Budget Cuts			
<b>3. Name of Firm</b> Bell Gardens	<b>Address of Firm</b> 7100 S. Garfield Ave.	<b>Contact Person</b> Chief Keith Kilmer	<b>Telephone #</b> (562)806-7690	<b>Fax #</b> (562)806-7690
<b>Name or Contract No.</b> N/A	<b>Reason for Termination:</b> Budget Cuts			
<b>4. Name of Firm</b> Commerce	<b>Address of Firm</b> 2535 Commerce Way	<b>Contact Person</b> Robert Chavez	<b>Telephone #</b> (323)887-4460	<b>Fax #</b> (323)888-2483
<b>Name or Contract No.</b> N/A	<b>Reason for Termination:</b> Budget Cuts			

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

CONTRACTORS NAME: Wetlin, Inc.

List of all contracts that have been terminated within the past (3) years.

<b>1. Name of Firm</b> Cerritos	<b>Address of Firm</b> P. O. Box 3130	<b>Contact Person</b> Greg Berg	<b>Telephone #</b> (562)916-0311	<b>Fax #</b> (562)916-1373
<b>Name or Contract No.</b> N/A	<b>Reason for Termination:</b> Budget Cuts			
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
<b>Name or Contract No.</b>	<b>Reason for Termination:</b>			
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
<b>Name or Contract No.</b>	<b>Reason for Termination:</b>			
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Fax #</b>
<b>Name or Contract No.</b>	<b>Reason for Termination:</b>			

## **APPENDIX D: COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

## COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

### ***WE RECOGNIZE....***

#### ***The importance of small business to the County...***

- in fueling local economic growth
- providing new jobs
- creating new local tax revenue
- offering new entrepreneurial opportunity to those historically under-represented in business

#### ***The County can play a positive role in helping small business grow...***

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

### ***WE THEREFORE SHALL:***

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of the policy.



**APPENDIX E: COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

## APPENDIX E

### COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Section 2.203.010 through 2.203.090 of the Los Angeles County Code.

#### B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**APPENDIX F: JURY SERVICE PROVISIONS**

## APPENDIX F

### JURY SERVICE PROVISIONS

An ordinance amending Title 2 – Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**Section 1.** Chapter 2.203 is hereby added to read as follows:

#### Chapter 2.203

#### CONTRACTOR EMPLOYEE JURY SERVICE

##### 2.203.010 Findings

The Board of Supervisors makes the following findings:

The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on jury duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

##### 2.203.020 Definitions

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full-time" means 40 hours or more worked per week or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**2.203.030 Applicability**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

**2.203.040 Contractor Jury Service Policy**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

**2.203.050 Other Provisions**

- A. Administration: The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification: At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

**2.203.060 Enforcement and Remedies**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract: and/or
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070 Exceptions**

- A. Other Laws: This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements: This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business: This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090 Severability**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.



## **APPENDIX G: LISTING OF CONTRACTOR'S DEBARRED IN LOS ANGELES COUNTY**

Listing of Contractors Debarred in Los Angeles County

**Vendor Name:** G. COAST CONSTRUCTION INC.  
**Alias:**  
**Debarment Start Date:** 9/11/2007      **Debarment End Date:** 9/10/2012  
**Principal Owners and/or**  
**Affiliates:** Ezra Levi

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**Vendor Name:** INSPECTION ENGINEERING CONSTR  
**Alias:** Inspection Engineering Construction  
**Debarment Start Date:** 6/13/2006      **Debarment End Date:** 6/12/2018  
**Principal Owners and/or**  
**Affiliates:** Jamal Deaifi

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**Vendor Name:** Arrowhead Emancipation Program  
**Alias:**  
**Debarment Start Date:** 7/8/2008      **Debarment End Date:** 12/31/2069  
**Principal Owners and/or**  
**Affiliates:** Irma F. Reed Charlene Williams

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**APPENDIX H: IRS NOTICE 1015**

## APPENDIX H

Department of the Treasury  
**Internal Revenue Service**  
**Notice 1015**

(Rev. December 2007)

**Have You Told Your Employees About the  
Earned Income Credit (EIC)?**

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### **What Is The EIC?**

The EIC is a refundable tax credit for certain workers.

### **Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

### **How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

**SAMPLE FORM**  
**FORM MUST BE UPDATED EACH**  
**YEAR BY IRS.**  
**CONTACT IRS FOR UPDATED FORM**

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

### **How Will My Employees Know If They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

### **How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

### **How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2007)

Cat. No. 205991

## APPENDIX I: SAFELY SURRENDERED BABY LAW



## Safely Surrendered

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can, legally, confidentially and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the number placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

## APPENDIX J: CALIFORNIA CHARITIES REGULATIONS



**BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION****BACKGROUND**

There is keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code §12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance

**RESOURCES**

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Attachment U).

In California, supervision of charities is the responsibility of the Attorney General whose website, <http://caag.stte.ca.us/>, contains much information helpful to regulated charitable organizations.

**LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://www.cnmsocal.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

CHARITABLE CONTRIBUTIONS CERTIFICATION

De Tip, Inc  
Company Name  
P.O. Box 1296 Rancho Cucamonga CA 91720  
Address  
95-2775100  
Internal Revenue Service Employer Identification Number  
CT-25896  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☒ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Susan Aguilar Nov 2, 2008  
Signature Date  
Susan Aguilar, Chief Exec. Officer  
Name and Title of Signer (please print)


MAIL TO:  
Registry of Charitable Trusts  
P.O. Box 903347  
Sacramento, CA 95836-0347  
Telephone: (916) 445-3111

Reference: 0000000000  
Registration No. 0000000000

### ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Sections 12556 and 12557, California Government Code  
11 Cal. Code Regs. sections 907, 907.5, 911 and 912

Failure to submit this report timely or late from late possible, and fifteen days after the end of the report period's anniversary period may result in the loss of the registration and the payment of a civil penalty of \$500 plus interest and fees. This fee shall be in addition to the amount of the fee for the next year's registration.



---

Trust Name, Registration Number: 17-15596

VE 111-001

17-15596

17-15596

17-15596

Check if:  
☐ Change of address  
☐ Amended report

Corporate or Organization No. 02362651

Foreign Employer ID No. 25 2775100

---

**ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 907, 907.5, 911 and 912)**  
Make Check Payable to Attorney General's Registry of Charitable Trusts

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than \$25,000	0	Between \$250,001 and \$250,000	\$50	Between \$1,000,001 and \$10 million	\$150
Between \$25,000 and \$250,000	\$25	Between \$250,001 and \$1 million	\$75	Between \$10,000,001 and \$50 million	\$225
				Greater than \$50 million	\$500

---

**PART A - ACTIVITY:**

For the period beginning on 1/01/07 ending 12/31/07 (Net)

Gross annual revenue: \$ 251,347 Total assets: \$ 571,388

---

**PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT**

If you answered "no" to any of the questions below, you must attach a separate sheet providing an explanation and details for each "no" response. Please review RRF-1 instructions for information required.

Question	Yes	No
1. During the period, were there any transfers, loans, leases or other transfers (present and between the organization and its related parties) that resulted in a net transfer of assets to or from the organization?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. During the period, were there any gifts, contributions, or other transfers of assets to the organization's charitable purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. During the period, were there any transfers of assets to or from the organization's charitable purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. During the period, were there any transfers of assets to or from the organization's charitable purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. During the period, were there any transfers of assets to or from the organization's charitable purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. During the period, were there any transfers of assets to or from the organization's charitable purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. During the period, were there any transfers of assets to or from the organization's charitable purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. During the period, were there any transfers of assets to or from the organization's charitable purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. During the period, were there any transfers of assets to or from the organization's charitable purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. During the period, were there any transfers of assets to or from the organization's charitable purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

---

11. I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, this report is true and complete.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

RRF-1 (2-05)

**APPENDIX K: LIVING WAGE ORDINANCE**



**COUNTY OF LOS ANGELES**  
**LIVING WAGE PROGRAM**  
**AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT**  
**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. The Agent is required to check each of the applicable boxes below.

**LIVING WAGE ORDINANCE:**

☒ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

☒ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.080), and understands that the Firm is subject to its terms.

**LABOR LAW/PAYROLL VIOLATIONS:**

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

**History of Alleged Labor Law/Payroll Violations (Check One):**

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR
- ☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

**History of Determinations of Labor Law /Payroll Violations (Check One):**

- ☒ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. OR
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 30% of the total evaluation points available with the lowest deductions occurring for undisclosed violations.)

**HISTORY OF DEBARMENT (Check one):**

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; OR
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

County's Agent's Authorized Signature <i>Susan Aguilar</i>	Print Name and Title <i>Susan Aguilar CEO</i>
Firm Name of Firm <i>W&amp;T Inc</i>	Date <i>Nov 9, 2008</i>



COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE  
LABOR/PAYROLL/DEBARMENT HISTORY

Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- ☐ A determination by a public entity within three (3) years of the date of the proposal that the firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten (10) years.

Firm Name of Firm:	Firm Name of Owner:
Firm Address of Firm:	Owner/Agency Authorized Signatory:
City, State, Zip Code:	Print Name and Title:

Public Entity Name:	Date of Incident:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work (per person)	
Description of Allegation and/or Violation:	
Disposition of Finding (attach disposition history; e.g., Laidoff, Charged, Penalties, Debarment, etc.)	

1. Additional Pages are attached for a total of \_\_\_\_\_ pages.

# LIVING WAGE DECLARATION

[illegible]



COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

Page 4 of 6

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Contractor Name	WeTip Inc		
Contractor Address	P.O. Box 1294		
Contractor City	LA	Contractor State	91729
Contractor Phone	(619) 941-2477	Contractor Email	BarnieLuback@aol.com
Contractor County	DDSS 10.F.P.E.I.	Contract Term	3 years
Contractor Service	Culture Fraud Studio		
Contractor Date	7/1/87 to 2/4	SEP 16 PIP508-01	

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim):

- ☒ My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (attach IRS Determination Letter).
- ☐ My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees: **AND**
- ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or contract services contracts, including the proposed contract amount.





COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

Continued from previous page  
Page 2 of 3

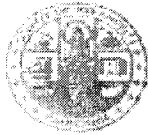
- ☐ My business is subject to a bona fide Collective Bargaining Agreement (attach agreement),  
AND
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program, OR
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

APPROVED BY:	DATE:
<i>[Signature]</i>	10/22/2012

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED / DISAPPROVED	DATE



COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

Continued from previous page

Page 1 of 3

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- 1) I, or my collective bargaining unit, have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): Blue Cross of California

Company Insurance Group Number(s): 1540 8000 1000 1000

Health Premium Amount Paid by Employer: \$1,141.49

Health Premium Amount Paid by Employee: \$1,141.49

Health Benefit(s) Payment Schedule:

- ☒ Monthly ☐ Quarterly ☐ Bi-Annual  
☐ Annually ☐ Other \_\_\_\_\_ (Specify)

- 2) I, or my collective bargaining unit, do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

## **APPENDIX L: CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" (HIPAA)**

**AGREEMENT  
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"  
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY  
ACT OF 1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

**1.0 DEFINITIONS**

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.
- 2.0 OBLIGATIONS OF BUSINESS ASSOCIATE**
- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate;

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles  
Kenneth Hahn Hall of Administration  
500 West Temple St.  
Suite 410  
Los Angeles, CA 90012  
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### **3.0 OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERM AND TERMINATION**

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
  - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
  - (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or



created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### 5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

**APPENDIX M: TRANSITIONAL JOB OPPORTUNITY PREFERENCE  
PROGRAM**

## TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: <u>IVTIP, Inc.</u>		
COMPANY ADDRESS: <u>P.O. Box 1296</u>		
CITY: <u>San Jose, Cucamonga</u>	STATE: <u>CA</u>	ZIP CODE: <u>91727</u>

I hereby certify that I meet all the requirements for this program:

- ☒ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (attach IRS Determination Letter);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: <u>Susan Dequilar</u>	TITLE: <u>CEO</u>
SIGNATURE: <u>[Signature]</u>	DATE: <u>11-5-08</u>

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

## **APPENDIX N COMPLAINT OF DISCRIMINATORY TREATMENT**

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CIVIL RIGHTS & LANGUAGE SERVICES SECTION  
13860 CROSSROADS PARKWAY SOUTH  
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME:

CASE NUMBER:

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment and  
(Please print your name) request that an investigation be conducted.

I believe I was discriminated against because of my:

- |  |   |                                     |
|--|---|-------------------------------------|
| <input type="checkbox"/> RACE                  | <input type="checkbox"/> RELIGION       | <input type="checkbox"/> COLOR      |
| <input type="checkbox"/> NATIONAL ORIGIN       | <input type="checkbox"/> SEX            | <input type="checkbox"/> AGE        |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> MARITAL STATUS | <input type="checkbox"/> DISABILITY |
| <input type="checkbox"/> OTHER                 |   |                                     |

DATE OF OCCURRENCE: \_\_\_\_\_

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(SIGNATURE)

(DATE)

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PA - 607 (REVISED 7/01)

### CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS

